

THE BANK OF ELK GROVE
ACQUIESCED IN THIS DIRECTION

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BY ~~THIS INSTRUMENT~~ Made December 22, 1983, between Valley Bank & Trust Company, an Illinois Corporation not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated March 1, 1982 and known as trust number 0230 herein referred to as "First Party," and Bank of Elk Grove an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF Three Hundred Thousand and no/100-----

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118-22-402-013
562-480
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----- DOLLARS, made payable to BEARER- Bank of Elk Grove and delivered, in and by which said Note First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time plus unpaid at the rate of 12 1/2 per cent per annum in monthly instalments as follows: \$1,250.00 DOLLARS int. on the 1st day of February 19 84 and \$1,250.00 DOLLARS plus on the 1st day of each and every month thereafter until said note is fully paid except that the final int. payment of principal and interest, if not sooner paid, shall be due on the 1st day of January 19 89. All such payments on account of the indebtedness evidenced by said note to be first applied to interest and the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 14 1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of Bank of Elk Grove in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by this presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the Village of Elk Grove COUNTY OF Cook AND STATE OF ILLINOIS to-wit: Lots 27 and 28 in Higgins Industrial Park Unit Number 16 being a Subdivision of the South East 1/4 of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

This Trust Deed and the real estate hereinafter described given to secure the obligation of First Party shall secure any extension, modification or renewals of the Note of First Party executed of even date hereof, including but not limited to extension of the maturity date described in said Note and/or an increase of the interest rate on the unpaid balance of principal.

In the event of a transfer of title, change in Beneficial Interest in the title holding trust, or sale under Articles of Agreement, the holder of this Trust Deed and Note shall have the right to declare a default and the entire principal balance and accumulated interest shall become immediately due and payable without further notice to the maker hereof.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parly with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon or thereunto used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, interior bells, awnings, stoves and water heaters, all are to be deemed to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste and free from mechanics or other liens or claims or liens not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon reasonable notice to the Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or ordinance; (7) pay all taxes, general municipal and special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon demand require to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment levied or assessed against First Party now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereon; (9) maintain all in companies satisfactory to the holders of the note under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien of title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable commissions to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereon and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. The Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may, without being bound to do so, cause to be procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. In the event of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party, its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for the period of time specified in this paragraph until the expiration of said three day period. If the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the option of the holders of the note to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in such foreclosure sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note in connection with the foreclosure sale, including attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and all other expenses which may be expended after entry of the decree or procuring all such abstracts of title, title searches and other matters reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such foreclosure sale, and the value of the premises at the time of such foreclosure sale shall be deemed to be the value of the premises for the purpose of determining such additional indebtedness, secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including foreclosure proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed, or (b) the preparation for the commencement of any suit for the foreclosure hereof after accrual of such indebtedness hereby secured, or (c) the preparation for the defense of any threatened suit or proceeding which may be brought against the premises or the security hereof, whether or not actually commenced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of the debts and expenses incurred by the person or persons, if any, liable for the payment of the indebtedness secured hereby, and second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with legal representatives or assigns, as their rights may appear; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its successors or assigns. 5. Upon, or any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver for the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and the preservation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any special assessment or other lien which may be or become superior to the lien hereby or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence or condition of the premises nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder of which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Waiver of Right of Redemption attached and made a part hereof.

11. The First Party and the Beneficiaries hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party and Beneficiaries hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 77, Section 18(a) and 18(b) of the Illinois Statutes. The First Party and Beneficiaries thereunder will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

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Clerk's Office

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THIS TRUST DEED is executed by VALLEY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said VALLEY BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said VALLEY BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, being expressly waived by Trustee and by every person now or hereafter claiming any part of said note or any interest thereon, and that so far as the First Party and its successors and said VALLEY BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any said note provided for or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, VALLEY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

VALLEY BANK & TRUST COMPANY, Trustee as aforesaid and not personally.
 By [Signature]
 PRESIDENT
 Attest Linda L. Johnson
 VICE PRESIDENT ASST. CASHIER

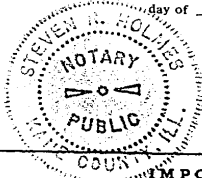
STATE OF ILLINOIS }
 COUNTY OF KANE } ss.

I, Steven R. Holmes
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
Delvin W. Johnston

President of VALLEY BANK & TRUST COMPANY, and
Linda L. Johnson - Asst. Cashier

said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of December, A. D. 19 83
[Signature]
 Notary Public



IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. C 439
[Signature] Trustee

Box 889

TRUST DEED

1984 JAN 10 2:33

VALLEY BANK & TRUST COMPANY

Trustee

6915617

RECORDED BY DEEDS

THE ABOVE SPACE FOR RECORDERS USE ONLY

VALLEY BANK & TRUST COMPANY
 101 E. STATE
 SOUTH ELGIN, ILLINOIS 60177

ELGIN PRINTING SERVICE, INC.

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END OF RECORDED DOCUMENT