UNOFFICIAL COPY

TRUST DEED

26 938 562 Stating A. Ollion COOK COUNTY, ILLINOIS RECORDER OF DEEDS

1984 JAN 23 AM 10: 45

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THE ABOVE SPACE FOR RECORDERS USE ONLY

1984, between Bridgeview Bank & Trust Company, Bridgeview Ill, an Illinois Banking Corporation, not personally but as Trustee under the Provision of a Deed or Deeds in trust duly recorded rust Agreement dated November 19, 1979 , herein referred to as "First Party," and Bridgeview Bank and Trust and delivered to said Bank in pursuance of a Trust Agreement dated and known as Trust I'umber 1-0780

Company, a. Illinois Banking Corporation herein referred to as TaJSTEE, witnesseth:

THAT, WHEREAS Fire. Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Twenty-six l'housand and Two Hundred and no/100's -- (26,200.00) -- Dollars

and delivered, in and by which said tote the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically orscribed, the said principal sum and interest from Date on the balance of principal remaining from time to time unpaid at the rate of 15.50% per cent per annum in instalments as follows: Four Hundred and Thirty and 75/100's---

on the 7.5

day of February

19 84 and Four Hundred

and Thirty and 75/100'sthereafter until said note is fully paid except that the d y of each Month Dollars (\$430.75) on the 1st final payment of principal and interest, if not sooner vaid, shall be due on the 1st day of January All such payments on account of the indebtedness evid nce by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the run ipal of each installment unless paid when due shall bear interest at the then highest rate permitted by law, and all of said proper and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in viiting appoint, and in absence of such appointment, then at the office of Bridgeview Bank and Trust Company

NOW. THEREFORE. First Party to secure the payment of the said principal sum of moley 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 is hard and the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and artigns, the following described Real Estate situate, lying and being in the

COUNTY OF COOK

AND STATE OF ILLINOIS, to v.c.

Lot 1 in O"Malley Resubdivision of the South 55 reet of the North 128 feet of the South 257 Feet of the East ½ of lot 26 of rederick H. Bartlett's 87th Street Acres, being a Subdivision of the East ½ of the North West ½ of Section 5, Township 37 North, Lange 13, East of the Third Principal Meridian (Except the East 5 acres thereof) in Cook County, Illinois.*****

(SEE ATTACHED RIDER)

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 parity with said real estate and/not secondarily), and all apparatus, equipment, or articles now or hereafter therein or thereon used to supply heat; gas, air conditioning, water, light, power, retrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing). Screens, window shades, stivm doors and windoes, floor coverings, inador beds, awnings, stoyes and water heaters. All of the foregoing are declared 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 vir 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 see forth.

NAME Bridgeview Bank and Trust Company

STREET 7940 S. Harlem

Bridgeview, Illinois 60455

INSTRUCTIONS RECORDER'S OFFICE BOX NO. -206

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE.

8740 S. Mc Vicker This document prepared by

James W. Haleas

7940 S. Harlem

Bridgeview, Illinois

IT IS FURTHER UNDERSTOOD AND AGREED THAT: IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case in the failure of First Party, its successor rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be condition and repair, without waste, and fire from mechanic so other limits which may become damaged or be condition and repair, without waste, and fire from mechanic so other limits current to the interpretation of the state of the process o

DECEMBER 1

her a sutherized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice at a wir. The erest thereon at the then highest rate permitted by law, inaction of Trustee or holders of the note shall never be considered as a waiver of any tight corrul g to them on account of any of the provisions of this paragraph.

2. The tere of the holders of the note secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statem at one estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of my 1.x. assessment, sale, forfeiture, tax lies nor title or claim thereof.

3. At the op' no the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed.

3. At the op' no the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed all the contrary, become due and payable (a) immediately in the case of default in making payment of any; the paragraph one hereof and such default shall continue for three days; said option to be exercised at any time sher the capturation of said these day, period.

4. When the indebt inces hereby secured shall become directly and the properties of the production.

purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premiser not half Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any arts 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 and antities satisfactory to it before exercising any power herein given.

greas negligence or misconduct or that of the agents or employees of Trustee, and it may requir an intiles satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may treate may be recently an another or the full property of the force experising property of the force experising property of the force experising that all indebt mess 1 release this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and 2 in equest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebt mess 1 reby secured has been paid, which there is not the property of the original trustee and it has never executed a certificate on any instrument identifying same as the note described any note which may be presented any hints from the property of the original trustee and it has never executed a certificate on any instrument identifying same as the note described any note which may be presented and which conforms in substance with the description here in 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 has returned which purports to be executed on behalf of First Party.

11. Without the prior writing to make the property of the note and which purports to be executed on behalf of First Party.

12. This trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which has returned 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 continuation

(\$ 26,200.00), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby vanied to protect the security or in a contained with covenants contained in the mortgage."

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., not perso in the exercise of the power and authority conferred upon and vested in it as such Trustec (and said BRIDGEVIEW BRIGGEVIEW, Ill., thereby warrants that it possesses full power and authority to execute this instrument), and it is expressed to the power and the property of the execute this instrument, and it is expressed to the property of the execute this instrument, and it is expressed to the execute this instrument, and it is expressed to the execute this instrument, and it is expressed to the execute the express or implied herein contained, all such liability, if any, being expressly whire perform any covenant either express or implied herein contained, all such liability, if any, being expressly whire now or hereafter claiming any right or security hereunder, and that so far as the 1-irst Party and its successors at TRUST COMPANY, Bridgeview, Ill., personally are concerned, the legal holder or holders of said note and the your expression of the property of the payment there. It is not provided or by action to enforce the personal liability of the guarantor, if any, in WITNESS whereof, BRIDGEVIEW BANK & TRUST COMPANY, BRIGGEVIEW, Ill., not personally, but the host provided by its Vice-President, and its corporate seal to be hereunt and attested by its Secretar whiten.

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, As Trusts

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGE VIEW, ILLINOIS. STATE OF SELINOIS Attest _ Barbara Zych Notify Public in and for said County, in the state aforesaid; DO HEREBY CERTIFY, that Peter *E. Taleacy of the BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, and Marrie A. Armond CLE KAY PROPERTY.

to the BRIDGEVIEW BANK & TRUST COMPANY BRIDGEVIEW, ILLINDIS, and Marie A ARTIGLA Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the singular ment as such Vice President, and Secretary, respectively, appeared before me this day in person and additionable to the said instrument as their own free and voluntary act and as the free and voluntary act and said. Secretary, as custod-secretary are subscribed to the subscribed bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and said Secretary, as custod-secretary as one of the subscribed by the subscribed b

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD. BE IDINTIFIED BY THE TRUSTE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

in the within Trust Deed

der Identification No. <u>611</u>

26 938 562

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UNOFFICIAL COPY

CONTRACTOR OF THE PARTY OF THE		– Dated		ary 19, 🐘	,19_84.
Maker: Brid	geview Bank and	d Trust Company, as	Trustee under Trust Ag	preement	
Dated	November 1	19,	19 <u>79</u> . and known as T	rust #_1_078()
The undersign	ed agree to pay to	o the Bridgeview Bank a	nd Trust Company (Bank) on each monthly	payment date an additional a
nt equal to one	-twelfth (1/12th) o	of the annual taxes and a	ssessments levied against t vith said premises, all as o	the mortgaged premestimated by the B	nises, and one-twelfth (1/12th ank. As taxes and assessment
me due and par	ya ile and as insur	rance policies expire, or	premiums thereon become	e due, the Bank is:	authorized to use such money thereon, and in the event suc
eys are insuffic	ent for such pur	rpose the undersigned a	gree to pay the Bank the any of said items before	difference forthw making payment o	ith. It snall not be obligator f the same and nothing here
ained shall be	construed is requ	uiring the Bank to adva	nce other moneys for said	a purposes nor sna	ii the Bank incur any person
A late charge able by law.	on payments med	ne more than 15 days a	tter due date of the mon	u uue snaii be cha	rged at the maximum rate po
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		BRIDGEVIEW BANK & T	ву_Д	31/sle .	under trust No. 1-0780 VICE-PRESIDEN
		BRIDGEVIEW BANK & T	By_Q		under trust No. 1-0780
		BRIDGEVIEW BANK & T	ву_Д	31/sle .	under trust No. 1-0780 VICE-PRESIDEN
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		BRIDGEVIEW BANK & T	ByAttest	ion No6	inder trust No. 1-0780 VICE-PRESIDEN SECRETAR
		BRIDGEVIEW BANK & T	ByAttest	Blfler.	inder trust No. 1-0780 VICE-PRESIDI SECRETA