

UNOFFICIAL COPY

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TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 31, 1981, 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 and delivered to said Bank in pursuance of a Trust Agreement dated February 9, 1976 and known as Trust Number 1-0166 herein referred to as "First Party" and Bridgeview Bank and Trust Company, an Illinois Banking Corporation herein referred to as "TRUSTEE", witness that THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Thirty Thousand and no/100's (\$30,000.00) Dollars

made payable to BEARER and delivered, in and by which said Note the 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 from date on the balance of principal remaining from time to time paid at the rate of 16% per cent per annum in instalments as follows: Four Hundred and Three and 42/100

Dollars (\$403.42) on the 1st day of September 1981 and Four Hundred and Three and 42/100

Dollars (\$463.42) on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if of some amount on the 1st day of August 1984

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company, 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 Bridgeview Bank and Trust Company, Bridgeview, Illinois.

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 to the Trustee, its successors and assigns, the receipt whereof is hereby acknowledged, does by these 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

COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 76 (except the South 95.33 feet and except the East 165.75 feet thereof) and lot 77 (except the East 165.76 feet of said lot 77 and except that part of said lot 77 lying North of the South line of the North 228 feet of lots 77 and 78 taken as a tract) in Frederick H. Bartlett's 1st Addition to Frederick H. Bartlett's 79th Street, Acres, a subdivision of the West half of the Southeast quarter and the West half of the North east quarter and the West half of the Southwest quarter of Section 31, Township 38 North, Range 13, East of the Third Principal Meridian and the East Half of the Southeast quarter of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois. **

(SEE ATTACHED RIDER)

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney R. Olson RECORDER OF DEEDS

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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 party to 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, refrigeration (whether single units or combined), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, indoor beds, lawnmowers, stoves 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 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.

19-31-407039

DELIVERY INSTRUCTIONS: RECORDER'S OFFICE, BOX NO. 205
 NAME: Bridgeview Bank and Trust Company
 STREET: 7940 S. Harlem
 CITY: Bridgeview, Illinois 60455

FOR RECORDERS INDEX
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 8635 S. Normandy, Burr Oak, Illinois
 THIS DOCUMENT PREPARED BY
 James W. Haleas, Attorney at Law
 7940 S. Harlem
 Bridgeview, Illinois 60455



25957619

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PROPERTY OF CLERK OF DEEDS OFFICE

19-21-110700-9

COOK COUNTY, ILLINOIS
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1981 SEP 18 AM 10:16

Sidney N. Olson
RECORDER OF DEEDS
26002818

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Used the undersigned shall be held liable in case in 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...

2. The Trustee or the holders of the note secured making any payment hereby authorized relating to taxes or assessments, may do so according to any valid tax, assessment, sale, foreclosure, title or other lien or claim...

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making any payment...

4. When the indebtedness hereby secured becomes due whether by acceleration or otherwise, the holder of the note or the Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree...

5. The proceeds of any foreclosure or sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or sale, including all such items as are mentioned in the preceding paragraph...

6. Upon, or at 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 of said premises. Such appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver...

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 the terms hereof...

9. Trustee shall release this trust deed and the lien thereof by producing and exhibiting to Trustee the note secured hereunder, and a certificate of satisfaction of said note, and 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 secured hereunder...

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 Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...

11. Without the prior written consent of the holder or holders of the note secured hereby, the mortgagor shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby shall have the right to accelerate the maturity of the note in case of any such conveyance or encumbrance...

12. This Trust Deed shall secure any future advances made by the Mortgagee, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and on additional advances in a sum in excess of Thirty Thousand and no/100's Dollars.

IN WITNESS WHEREOF, BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., has caused this instrument to be signed by its Secretary and its Vice-President, and its corporate seal to be hereunto affixed by its Secretary and its Vice-President.

STATE OF ILLINOIS COUNTY OF Cook By [Signature] Notary Public Cook County Illinois

This Document is being re-recorded to show date of Trust Agreement. Notarized before me this 14th day of September, 1981.

Notary Public Cook County Illinois

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BRIDGEVIEW BANK & TRUST COMPANY
NOTARY PUBLIC'S OFFICE

Barbara Zych

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter F. Halpin, President of the BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, and Marie A. Halpin, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President, and Secretary, 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 said Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's 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 31st day of July, 1981

26002818

Notary Public

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 253

BRIDGEVIEW BANK & TRUST COMPANY
Peter F. Halpin, President

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