

UNOFFICIAL COPY

TRUST AGREED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made the 31st day of July, 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, WHEREAS First Party has concurrently herewith executed an instalment 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 time to time at the rate of 16^{2/3} per cent per annum in installments 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 (\$403.42) on the 1st day of each year thereafter until said note is fully paid, except that the final payment of principal and interest, if no sooner paid shall be on or before the 1st day of August, 1984. All such payments on account of the indebtedness evidenced by this 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 it, 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 the execution of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, 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 165.7 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 Subdivision, the West half of the Southeast quarter and the west half of the Northeast 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 RECORDSidney K. Ober
RECODER OF DEEDS

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which, in the future, 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 thereon 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 the principal amount of the debt and secondarily, and all apparatus, equipment, or articles now or hereafter therein or thereon used, placed or situated, whether light, power, refrigeration, whether single units or connected, coupled), and all heating, cooling, air conditioning, water heating, water softening, storm doors and windows, floor coverings, insulation, water tanks, pipes, valves, and water heaters. All of the foregoing are declared to be a part of and real estate, personal property, and fixtures, 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 conditions hereinafter set forth.

NAME: Bridgeview Bank and Trust Company
STREET: 7940 S. Harlem
CITY: Bridgeview, Illinois 60455

INSTRUCTIONS: RECODER'S OFFICE, BOX NO. 206

FOR RECORDER'S INFORMATION
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

8635 S. Normandy, Burbank, Illinois

THIS DOCUMENT PREPARED BY

James W. Haleas, Attorney at Law

7940 S. Harlem

Bridgeview, Illinois 60455

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RECORDED & INDEXED
COOK COUNTY CLERK'S OFFICE

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1980 SEP 18 AM 10-16

Sidney K. Olson

RECORDER OF DEEDS

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IT IS FURTHER UNDERSTOOD AND AGREED THAT

L. Usual business expenses shall be fully paid and borne in the conduct of First Party's business; (2) to properly repair, restore or rebuild any buildings or improvements now or hereafter on the premises, which may become damaged or be destroyed; (3) keep said buildings in good condition and repair, without waste, and free from mechanics' or other liens or claims for fees not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien, or charge on the premises, superior to the lien hereof, and upon request exhibit evidence of the discharge of such prior liens to Trustee or to holders of the notes; (5) complete within a reasonable time any building or premises now or at any time in process of construction, or repair, or to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) pay from time to time additional amounts as taxes or assessments of any kind, or insurance; (7) pay off any penalty attached to all general taxes, and pay special taxes, special assessments, sewer charges, sewer service charges, and other charges for services furnished to the premises, or to the property, or to persons or to holders of the note duplicate, receive, and pay in full under protest, in the manner provided, by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance companies of money sufficient either to pay the costs of replacing and repairing the same or to pay in cash the amount of the insurance, all in companies satisfactory to the holders of the note, under insurance policies giving them a claim for the benefit of the holder of the note, such claim to be evidenced by a 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 writing, notice about to expire, so delivery renewals policies not less than 60 days prior to the respective dates of expiration; then, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest not less than 60 days prior to the respective dates of expiration; and may, but need not, make, full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or create any fax or assessment. All monies paid for any of the purposes above set forth shall be applied to the payment of the note in accordance with the terms hereof, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the property or to defend the lien hereon, plus interest thereon, and shall be paid to Trustee or the holders of the note concerning which action is taken, and with interest 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 right accruing to them on account of any of the provisions of this paragraph.

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 bill statement or estimate 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.

3. A non-payment of the holder(s) of the notes and/or without notice to First Party, for payment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the above, the right to exercise the options contained in this instrument shall continue for three days, said option to be exercised at any time after the expiration of such three day period.

4. When the holder of the note or Trustee shall become disinterested by acceleration or otherwise, holder of the note or Trustee shall have the right to sell, in any case, to someone else the balance of the principal amount.

5. The proceeds of any foreclosure 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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute valid indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all

6. Upon, or at any time after the filing of oil, gas or mineral leasehold title, in which case a bill is filed in the name of the receiver of the premises, such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the firm, association or corporation, or whether the same shall then be occupied as a residence or not and the Trustee hereunder, may be appointed as such receiver. Such receiver shall have full standing in law of record to receive and hold the same, and to collect the same, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full standing in law of record to receive and hold the same, and to collect the same, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises, and to do all acts which may be necessary or are at any time necessary authorizing the receiver to apply the net income of the premises, or any part thereof, to the payment of the taxes, expenses, costs and other charges in payment in whole or in part of: (1) the indebtedness secured hereby, or by any other lien which may be or become superior to the lien hereof or of such debtors, provided

Under this note may be or become superior to the law hereof or of such decree, provided efficiency in case of a sale and deficiency.

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 exercise any power herein granted, except as specifically obligated by the terms hereof, nor shall Trustee 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.

Instrument upon presentation of satisfactory evidence that all indebtedness has been paid, and after a release signed at the request of any person who shall, either before or after maturity thereof, produce and exhibit to trustee the note, and all other documents which he may have in his possession, and which he may be entitled to receive from trustee, Trustee may accept as true without inquiry. Where a release is executed by a successor trustee, such successor trustee may accept as true without inquiry, any note which bears a certificate of identification in substantially the same form as the certificate of identification of the note and which purports to be executed by a prior trustee hereunder or which conforms to the original trustee and is hereinafter referred to 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 and terms contained in the note and which purports to be executed on behalf of First Party.

10. Trustee may sign by instrument in writing, filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or removal of Trustee, any successor to Trustee, any Successor to Trust, hereunder shall have the powers and authority as are herein given.

11. Any Trustee or successor shall be entitled to reasonable compensation for all his performance hereunder.
11.1. If a holder of record of the note or of any certificate representing the note, or any part thereof, dies, becomes incapacitated or is otherwise unable to act, the holder of record at the time of such event shall be entitled to receive notice of breach of any such covenant and no delay in such election after actual or constructive notice of a breach shall be construed as a waiver of the right to receive notice of a breach.

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

30,000.00, provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when added to protect the security or in accordance with covenants contained in the mortgage.

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., not personally but as Trustee as aforesaid, the exercise of the power and authority conferred upon and vested in it by this instrument, and said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that the name herein or in said note contained shall be construed as creating any liability on the first Party or any said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally to pay the said note or any interest that may accrue thereon, or any indebtedness, owing hereunder, or to whomsoever, covenanting, in other express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person or persons claiming any right or security hereunder, and that so far as the first Party and its successors and said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., are concerned, the same is valid and binding.

STATE OF ILLINOIS **Cook** **SS** **1968** **1969** **1970** **1971** **1972** **1973** **1974** **1975** **1976** **1977** **1978** **1979** **1980** **1981** **1982** **1983** **1984** **1985** **1986** **1987** **1988** **1989** **1990** **1991** **1992** **1993** **1994** **1995** **1996** **1997** **1998** **1999** **2000** **2001** **2002** **2003** **2004** **2005** **2006** **2007** **2008** **2009** **2010** **2011** **2012** **2013** **2014** **2015** **2016** **2017** **2018** **2019** **2020** **2021** **2022** **2023** **2024** **2025** **2026** **2027** **2028** **2029** **2030** **2031** **2032** **2033** **2034** **2035** **2036** **2037** **2038** **2039** **2040** **2041** **2042** **2043** **2044** **2045** **2046** **2047** **2048** **2049** **2050** **2051** **2052** **2053** **2054** **2055** **2056** **2057** **2058** **2059** **2060** **2061** **2062** **2063** **2064** **2065** **2066** **2067** **2068** **2069** **2070** **2071** **2072** **2073** **2074** **2075** **2076** **2077** **2078** **2079** **2080** **2081** **2082** **2083** **2084** **2085** **2086** **2087** **2088** **2089** **2090** **2091** **2092** **2093** **2094** **2095** **2096** **2097** **2098** **2099** **20000**

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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As a result of the above discussion, it is clear that the concept of a "natural" language is not well-defined. The term "natural" is often used to refer to a language that is spoken by a large number of people, or that is used in a particular context such as science or technology. However, there is no objective way to determine what constitutes a "natural" language, as this is a subjective judgment based on cultural and historical factors.

Barbara Zvick

26002818

Notary Public

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