

UNOFFICIAL COPY

TRUST DEED

26216795

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 15, 1982, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated April 15, 1982 and known as trust number 55070, herein referred to as "First Party," and Bridgeview Bank and Trust Company, an Illinois Banking Corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Seventy Thousand and no/100's (\$70,000.00)

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 unpaid at the rate of 12 per cent per annum in instalments as follows: Seven Hundred and Twenty and 02/100's (\$720.02)

Dollars on the 1st day of June 1982 and Seven Hundred and Twenty and 02/100's (\$720.02)

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 1989. 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 in principal, provided that the principal of each instalment unpaid when due shall bear interest at the rate of 12 per cent per annum, and an amount of principal and interest being made payable at such banking house or trust company in Bridgeview 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 Bridgeview Bank and Trust Company 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 these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate, to wit: AND STATE OF ILLINOIS, in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit: The North 82 feet of lot 59 in Frank Delugach's Hilltop Woods, a subdivision of the East half of the West half of the Southwest quarter of Section 11, Township 37, North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded July 24, 1941, as Document no. 12726933, in Cook County, Illinois\*\*\*\*\*

(SEE ATTACHED RIDER)

COOK COUNTY, ILLINOIS FILED FOR RECORD 1982-APR 30 AM 10:45

RECORDER OF DEEDS 26216795

11.00

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 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, awnings, curtains, floor coverings, window beds, awnings, doors 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.

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 mechanic's or other liens or claims for lien 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 request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, 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 which First Party may desire to contest; (9) keep all buildings and improvements 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME American Nation Bank and Trust Co. of Chicago STREET CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 221

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 10019 87th Avenue, Palos Heights, Illinois

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 additions 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 or perform any act herebefore set forth in said purchase and discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax sale or foreclosing action the lien hereof, plus reasonable attorneys' fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and conditional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 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 American National Bank and Trust Company personally to any holder of the said note or any interest therein that may accrue thereon, or by any person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago, personally, are concerned, the legal holder of the said note and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien thereon created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.



By: American National Bank and Trust Company of Chicago  
as Trustee, as aforesaid and personally,  
Vice President  
Assistant Secretary  
Attest:  
Laura Hughes  
Notary Public in and for said County, in the State of Illinois.  
DO HEREBY CERTIFY, that P.M. Shelton, Vice-President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and Cera S. Johnson, Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed hereon and who were present at the signing of the foregoing instrument, and who were present and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as such they are authorized by the laws of the State of Illinois to do so, and I did affix the said corporate seal of said national banking association to said instrument as its official seal, and I did so free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.  
Given under my hand and Notarial Seal this 20th day of April 1922.

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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 571  
Mare A. Lynch Trustee

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RECEIVED IN BAD CONDITION

Rider to TRUST DEED - Dated April 15, 1982

Maker: American National Bank and Trust Company of Chicago

Dated April 15, 1982, and known as Trust # 55070.

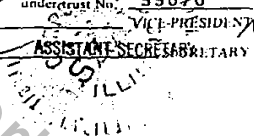
The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, all as estimated by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the Bank incur any personal liability for anything it may do or omit to do hereunder.

A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

26216795

American National Bank and Trust Company of Chicago, Illinois, as Trustee, and not personally.

By: [Signature] under trust No. 55070  
VICE-PRESIDENT  
Attest: [Signature] ASSISTANT SECRETARY



This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions herein contained shall be under seal of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Illinois, as Trustee, as aforesaid. This instrument shall be enforceable and the undersigned shall be liable therefor as if it were a contract made by the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

Identification No. 571  
BRIDGEVIEW BANK AND TRUST CO., TRUSTEE  
By: [Signature] Vice President

END OF RECORDED DOCUMENT