

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1982 MAY 12 AM 11:01

*Edw. H. Olson*  
RECORDER OF DEEDS  
26226536

26226536

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDEXED TRUST DEED Made May 1st 1982, between BREMEN BANK AND 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 Company in pursuance of a Trust Agreement dated April 26, 1982, and known as trust number 82-2125, herein referred to as "First Party," and Bridgeview Bank and Trust Company

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 Seven thousand Four Hundred and Eighty and no/100's Dollars, (\$74,480.00)

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 Sixty-eight and 90/100's

(\$768.90)

Dollars on the 1st day of July 1982 and Seven Hundred and Sixty-Eight and 90/100's (\$768.90)

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 June 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 to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said 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, an Illinois Banking Corporation 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, his successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 48 in Cherry Creek South Subdivision Phase III, being a subdivision of part of the East 1/2 of the North East 1/2 of Section 26, Township 36 North Range 12, East of the Third Principal Meridian in Cook County, Illinois. \*\*\*\*\*

(SEE ATTACHED RIDER)

1200

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, his 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, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, 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, his successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter 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 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 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 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 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 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

D NAME Bridgeview Bank and Trust Company  
E STREET 7940 S. Harlem  
L Bridgeview, Illinois 60455  
I CITY  
V  
E  
R OR  
Y INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER 206

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
17000 S. 82nd Avenue  
Tinley Park, Illinois

MAY 12 1982 68 68 1200


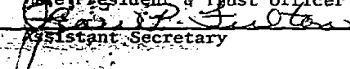
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# UNOFFICIAL COPY

## R I D E R

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bremen Bank and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Bremen Bank and Trust Company,  
as Trustee and not personally  
under Trust Agreement dated  
April 26, 1982, known as Trust No. 82-2126

BY:   
Robert A. Strabo, President & Trust Officer  
Attest:   
Assistant Secretary

THIS RIDER APPLIES TO THE TRUST DEED AND THE ATTACHMENT TO THE TRUST DEED ( RIDER TO TRUST DEED)

# UNOFFICIAL COPY

Rider to TRUST DEED — Dated May 1, 1982.

Maker: Bremen Bank and Trust Co. as Trustee under Trust Agreement

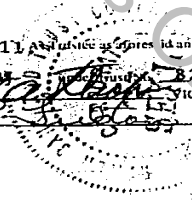
Dated April 28, 1982 and known as Trust # 82-2126

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.

Bremen Bank and Trust Co., Tinley Park, Ill. Attest as follows: Albert P. Tinsley and James P. Tinsley and not personally.

(SEE ATTACHED RIDER) Albert P. Tinsley Vice President & Trust Officer  
Attest James P. Tinsley Secretary



26226536

Identification No. 573  
BRIDGEVIEW BANK AND TRUST CO., TRUSTEE  
By Mark P. Bond Vice President

# UNOFFICIAL COPY

1. The Trustee or the holders of the note hereby 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 file or claim thereon.

2. The Trustee or the holders of the note hereby 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 file or claim thereon.

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 on any of the things specifically set forth in paragraph one hereof, or (b) in the event of the failure of First Party or its successors or assigns to make the payment of any installment of principal or interest on the note, and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or 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 for such suit the costs and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisal fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items and amount in advance) and all other expenses of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, or to deny to holders of the note any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All such expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or by reason of the deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness secured hereby; third, all principal and interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

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 sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, and the receiver so appointed shall be deemed to be appointed as a trustee and shall be 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 secured 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 sale of such premises, to collect the rents, issues and profits of said premises, 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 operation 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 whole of the indebtedness secured hereby, or by any deed or any instrument purporting to be executed on behalf of First Party, its successors or assigns, or (2) the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency, if any, in case of a foreclosure sale.

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 provided 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 its agents or employees or 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 thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may make and deliver a release hereof to and in favor of the 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 true the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 release 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 or Registrar 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 in Trust shall be deemed to be acting as Trustee hereunder.

11. Without the prior written consent of the holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in said note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance. Assignment of the beneficial interest in the First Party Trust by the present holder or holders of the beneficial interest thereof shall be considered a conveyance in the purpose of this paragraph.

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 such additional advances in a sum in excess of Seventy Four Thousand Four Hundred and Eighty and no/100's Dollars (\$74,480.00), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

### SALE, ASSIGNMENT AND ACCELERATION

In the event that the legal or equitable title of any property or part thereof securing this note becomes vested in a person other than the mortgagee named in the instrument securing this note, or in the event of assignment, sale, transfer, pledge or mortgage of the beneficial interest of the land trust making this mortgage and executing this note, or in the event of an involuntary sale of the property securing this note, at the option of the holder of this note, the unpaid balance of this note, and any interest thereon, or the instrument securing this note, together with interest shall become immediately due and payable. Notification to the holder of this note of the foregoing conditions and the subsequent acceptance of payments by the holder of this note, shall not constitute a waiver of the option of the holder of this note to accelerate repayment of the entire unpaid balance, unless the holder expressly grants such waiver in writing.

THIS TRUST DEED is executed by the Bremen Bank and Trust Company not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and said Bremen Bank and 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 Bremen Bank and Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereby, or to perform any covenant or condition contained in said note or any interest that may accrue thereon, expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so long as the First Party and its successors and assigns remain in possession of the premises hereby conveyed, the legal holder of said note and the owner or owners of any indebtedness secured hereby shall look solely to the premises hereby conveyed for the payment thereof, by the holder or holders of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Bremen Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, E. W. Valz, President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

STATE OF ILLINOIS } ss. BREMEN BANK AND TRUST COMPANY as Trustee as aforesaid and not personally,  
COUNTY OF COOK

By Albert A. Bost  
Trust Officer & Vice President  
Attest Edward P. Smith  
Assistant Secretary

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Trust Officer & Vice President of the BREMEN BANK AND TRUST COMPANY and Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer & Vice President and Assistant 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal of the County of Cook, State of Illinois, this 19 day of August, 1962.  
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 Installment Note mentioned in the within Trust Deed has been identified  
herewith under Identification No. 572  
Maria A. Smith  
Vice President Trustee

## END OF RECORDED DOCUMENT