

630281
TRUST DEED
630281

26 276 896
COOK COUNTY, ILLINOIS
FILED FOR RECORD
1982 JUN 30 PM 2:49

Sidney K. Olson
RECORDER OF DEEDS
26276896

The above space for recorder's use only

THIS INDENTURE, made this 3rd day of May, 1982, between American National Bank and Trust Company not personally but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 28th day of November, 1979, and known as Trust Number 47740, herein referred to as "First Party," and Chicago Title and Trust Company an Illinois 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 Five Hundred Fifty Thousand and no/100----- DOLLARS,

made payable to ~~BEARER~~ Woodfield Bank 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 * per cent per annum in installments as follows:

Three Hundred Ninety Five and no/100----- Dollars on the 1st day of July, 1982 and

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 1987. 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 rate of ~~9 1/2~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Schaumburg, 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 Woodfield Bank Village in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and the 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 situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 4 IN JUDITH JOHNSON 3RD RESUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- * 1/2% in excess of the prime rate in effect from time to time at Woodfield Bank.
- ** 2-1/2% in excess of the prime rate in effect from time to time at Woodfield Bank
- *** In the amount of the balance due.

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, 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, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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, 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 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 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

DELIVER

NAME Woodfield Bank
STREET 600 N. Meacham Road
CITY Schaumburg, IL 60196
L
OR BOX 533

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

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the 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 additional 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 hereinafter set forth in any form and manner deemed expedient; 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the highest lawful rate 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.

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 title or claim thereof.

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 payment of any installment 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 things specifically set forth in paragraph one hereof 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 enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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 incident to the foreclosure proceedings, including all items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon 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, with or without regard to the solvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and with or without regard to the then value of the premises or whether the same shall be then occupied 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 deficiency, during the full statutory period of redemption, 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 indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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.

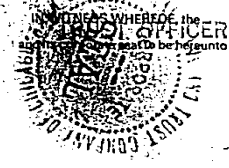
8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for omissions or commissions hereunder, except in 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.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when 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 by a successor trustee, such successor trustee may accept as 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 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 certificate 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 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 Successor in Trust hereunder shall be entitled to reasonable compensation for all acts performed hereunder.

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

WITNESSES WHEREOF the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT SECRETARY, the day and year first above written.



As Trustee as aforesaid and not personally

By: [Signature] TRUST OFFICER
Attest: [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named P. JOHANSEN and SUZANNE G. BAKER of the County of Cook, State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and ASSISTANT SECRETARY respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein expressed. I then and there acknowledged that said ASSISTANT SECRETARY as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to the said instrument as said Bank's own free and voluntary act and deed, as Trustee as aforesaid, for the uses and purposes therein expressed.

Given under my hand and Notarial Seal
Date: [Signature] Notary Public

My commission expires November 21, 1993

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. 680281
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature] TRUSTEE

26-276-896

UNOFFICIAL COPY

Property of CREDIT

RIDER ATTACHED AND MADE A PART OF THAT
CERTAIN TRUST DEED DATED May 3, 1992

BETWEEN

American National Bank and Trust Company

(First Party and Chicago Title and
Trust Company

Transfer of THE PROPERTY: There shall be no sale, conveyance, transfer, pledge or further encumbrance of any interest in or any part of THE PROPERTY, or any interest in title holding trust without the prior written consent of Noteholder; Noteholder's consent shall be within its sole and absolute discretion, and Noteholder specifically reserves the right to condition its consent upon (by way of illustration but not of limitation) its approval of the financial or management ability of the purchaser, transferee, lessee or pledgee, upon an agreement to escalate the interest rate of the Note to Noteholder's then current interest for similarly situated properties, upon the assumption of the obligations and liabilities of the Note and this Mortgage by the purchaser, transferee, lessee or pledgee, upon the receipt of guarantys of the indebtedness satisfactory to Noteholder or upon payment to Noteholder of a reasonable assumption fee. Any purchaser, transferee, lessee or pledge shall be deemed to have assumed and agreed to pay the indebtedness evidenced by the Note or secured by this Mortgage and to have assumed and agreed to be bound by the terms and conditions of this Mortgage, including the terms of this paragraph, unless Noteholder specifically agrees in writing to the contrary. Any violation of this paragraph shall be an Event of Default and shall entitle Noteholder to exercise any and all remedies provided in this Mortgage, including but not limited to an acceleration of the indebtedness secured hereby. Further, there shall not be any further assignments of rents from THE PROPERTY without the prior written consent of the Noteholder and any such assignment without the prior written consent of Noteholder shall be null and void. Borrower agrees that in the event the ownership of THE PROPERTY or any part thereof becomes vested in a person other than Borrower. Noteholder may, without notice to Borrower, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and all obligations hereby secured without in any way vitiating or discharging Borrower's liability hereunder or under the Note and other obligations hereby secured. No transfer or encumbrance of THE PROPERTY or any interest therein and no forbearance or assumption by any person with respect to this Mortgage and no extension to any person of the time for payment of the Note and other sums hereby secured given by Noteholder shall operate to release, discharge, modify, change or affect the liability of Borrower either in whole or in part, unless Noteholder specifically agrees in writing to the contrary.

680281 26 276 896

RIDER ATTACHED AND MADE A PART OF THAT
CERTAIN TRUST DEED DATED May 3, 1982

BETWEEN

American National Bank and Trust Company

(First Party) and Chicago Title and
(Trustee) Trust Company

The First Party hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption, or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party, its assignees and assigns; hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on their own behalf of each and every person, excepting only decree of judgment creditors of the First Party acquiring any interest or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 77, Section 18 (a) and 18 (b) of the Illinois Statutes. The First Party will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

Property

Recorder's Office
26 276 896

680281-89