

RECEIVED IN BAD CONDITION

TRUST DEED

26353954

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made September 3, 1982, between William Anderson herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twelve Thousand Dollars \$ 12,000.00 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 3, 1982 on the balance of principal remaining from time to time unpaid at the rate of 17.08 per cent per annum in instalments as follows: Four Hundred Thirty Dollars & 20/100 Dollars on the 15th day of October 1982 and Four Hundred Thirty dollars & 20/100 Dollars on the 15th 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 15th day of September 1985. 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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors 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 performance of the covenants and agreements hereinafter contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby present CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

EXHIBIT "A"

Unit 2F-N in Executive Estates Condominium No. C, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): that part of Lot 1 bounded and described as follows:

Commencing at the Northeast corner of said Lot, thence South 15 degrees 48 minutes 15 seconds West along the Easterly line of said Lot, a distance of 325.60 feet to bend in said Lot; thence South 65 degrees 47 minutes 10 seconds West 17.25 feet; thence North 49 degrees 11 minutes 45 seconds West 209.08 feet more or less to a line 89.0 feet Easterly of, as measured at right angles and parallel with the Westerly line of Lot 1; said point of intersection being the place of beginning of this description; thence South 18 degrees 52 minutes 32 seconds West along said parallel line to its intersection, with a line drawn North 78 degrees 52 minutes 32 seconds East from a point on the Westerly line of Lot 1, 65.47 feet Northerly of the Southwest corner of said Lot, thence South 78 degrees 52 minutes 32 seconds West, 82.36 feet more or less to a line 17.67 feet Easterly of, as measured at right angles and parallel with the Westerly line of Lot 1; thence South 18 degrees 52 minutes 32 seconds West along the last described parallel line 34.0 feet, more or less, to its intersection with a line drawn North 63 degrees 52 minutes 32 seconds East from a point on the Westerly line of said Lot 1, 24.0 feet Northerly of Southwest corner of Lot 1; thence South 63 degrees 52 minutes 32 seconds West 25.0 feet more or less to the Westerly line of Lot 1; thence Northerly along the Westerly line of Lot 1, 528.33 feet more or less to the Northwest corner of said Lot, thence North 90 degrees 00 minutes 00 seconds East along said North line, to a point on said North line 208.0 feet West of the Northeast corner of said Lot; thence South 00 degrees 00 minutes 00 seconds East 30.0 feet thence North 00 degrees 00 minutes 00 seconds, East 8.0 feet, thence South 00 degrees 00 minutes 00 seconds East, 30.0 feet more or less to a line 176.08 feet Westerly as measured at right angles and parallel with the Easterly line of said Lot 1; thence South 15 degrees 48 minutes 15 seconds West along the last described parallel line 148.53 feet more or less, to its intersection with a line drawn South 49 degrees 11 minutes 45 seconds East from the place of beginning; thence North 49 degrees 11 minutes 45 seconds West, 29.33 feet, more or less to the place of beginning in Grizaffi and Falcone Executive Estates, being a Subdivision in the Northeast 1/4 of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to declaration made by Grizaffi and Falcone Contractors, Inc.; a Corporation of Illinois, recorded in the Office of the Recorder of Cook County, Illinois, as document No. 20130740, together with an undivided 2.12% interest in said Development Parcel (excepting from said development parcel all the land, property and space known as Units 1AN to 1JN, 2AN to 2JN, 3AN to 3JN, and 4AS to 4JS, 2AS to 2JS, 3AS to 3JS as said Units are delineated on said survey).

26353954

26353954

Property of Cook County Clerk's Office

44000000

This document prepared by Valerie Godfrey, 9575 W. Higgins Road, Rosemont, Illinois 60018

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 Mortgagors 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, linoleum, 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 the mortgagors or their successors 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and trusts here- the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

William Anderson [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS I, Doris Mary Urbaniak, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of William Anderson

who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15th day of September 82 Doris Mary Urbaniak Notary Public

2635395A

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (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 note; (4) comply 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) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 claim thereon, or redeem from any tax sale or forfeiture of such 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 of the 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. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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 other document or public notice 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 thereon.
- Mortgagors shall pay each installment of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and at the option of Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 such foreclosure 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, photographers' 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 examinations, guarantee policies, Torrens certificates, and similar data and assurance with respect to title as Trustee or holder 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to 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.
- 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 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this indebtedness in 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 of Mortgagors at the time of application for such receiver and 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 Mortgagors, 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 lien, 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. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at any reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, and Trustee is not obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require no liabilities satisfactory to it before exercising any power herein given.
- 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 paid, and Trustee may execute and deliver 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, 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 the genuine note herein described any note which bears a certificate of authentication 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 by the persons herein designated as the makers thereof, 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 by the persons herein designated as makers thereof.
- 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 Titles 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 hereinafter given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- The Installment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

26353954

1982 SEP 17 PM 12 14

SEP-17-82 637022 26353954 - REC 11.00

11.00

**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. **TD - 1063**

by **NORTHWEST COMMERCE BANK** as Trustee.

*[Signature]*  
Vice President

**D** NAME Northwest Commerce Bank

**E** STREET 9575 W. Higgins Road

**L** CITY Rosemont, Illinois 60018

**I** OR

**V** INSTRUCTIONS

**E** RECORDER'S OFFICE BOX NUMBER

**R**

**Y**

**FOR RECORDER'S INDEX PURPOSES**  
**INSERT STREET ADDRESS OF ABOVE**  
**DESCRIBED PROPERTY HERE**

9624 W. Higgins Road  
 Rosemont, Il. 60018

END OF RECORDED DOCUMENT