

UNOFFICIAL COPY

TRUST DEED

16 APR 85

27513241

APR 10 1985 THE ABOVE SPACE FOR RECORDER'S USE ONLY
MORTGAGE BANK & TRUST

11 00 E

Corporation, I, personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Corporation in pursuance of a Trust Agreement dated 1/12/77 and known as trust number 216, herein referred to as "First Party," and

BREMEN BANK & 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

Forty five thousand & 00/100 Dollars,

made payable to BREMEN Bremen Bank & Trust Company 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 hereof on the balance of principal remaining from time to time unpaid at the rate of 13.5% per cent per annum ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ a single payment due 6/11/85 or as thereafter extended.

Dollars and

Cents

XXXXXX

Dollars and Cents ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due the 11 day of June 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 seven per cent per annum, and all or said principal and interest being made payable at such banking house or trust company in Tinley Park, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

BREMEN BANK & TRUST COMPANY

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said Note 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:

Parcel 1

Lot 9 in Cameno Terrace a Resubdivision of Lot 12 in Cameno Re-Al Unit 2A subdivision in the North West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, In Cook County, Illinois.

Parcel 2

Easements for Ingress and Egress for the benefit of Parcel 1 as contained in declaration recorded May 18, 1971 as Document No. 21482361 over Lot 41 in the subdivision aforesaid all in Cook County, Illinois.

This document prepared by
Darlene Fila for
Bremen Bank & Trust Co.
Tinley Park, IL 60477

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 (whether pledged primarily and on a parity with said improvements 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, fuel, food, drink, bedding, clothing, furniture, fixtures, household goods, personal effects, screens, window shades, storm doors, windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether or not attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises, whether or not attached thereto or not, and 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
(1) the said Premises 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 building or improvement on or adjacent to the premises which may become damaged or be destroyed; (2) keep the 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 to the Trustee that the same has been paid or satisfied; (4) not make any alterations or additions to the buildings now or at any time hereafter erected upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) not commit waste or do any damage to the premises; (7) not commit arson 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 in good repair and in good condition, and in case of damage or destruction by fire or other cause, 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 Bremen Bank & Trust Co.

E STREET 17500 S. Oak Park Avenue

L CITY Tinley Park, Illinois 60477

R INSTRUCTIONS OR

Y RECORDER'S OFFICE BOX NUMBER

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

9845 El Camino Ct.

Orland Park, IL 60462

UNOFFICIAL COPY

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 supplemental policies, to the holders of the note, and in case of insurance about to expire, to deliver all renewal policies not less than ten days prior to the date of expiration; then Trustee or the holders of the note may require payment or perform any act hereinbefore set forth in any form and manner deemed expedient and may, by full or partial payments of principal or interest on prior or subsequent notes if any, and purchase, discharge, compromise, forgive, renew or other prior lien or title or claim thereof, or reduce the amount of sale or forfeiture affecting any tax or assessment. All moneys paid for any of the purposes hereinabove set forth and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises, shall be included in the lien hereof, plus reasonable compensation to Trustee or the holders of the note concerning which action herein authorized may be taken, and such additional indebtedness secured hereby shall become immediately due and payable without notice and with interest accrued at the rate of eight per cent per annum, and the holders of the note shall never be considered as a waiver of any right according 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 or otherwise authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from 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 payment of 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 the principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to pay 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 Trustees shall have the right to foreclose the lien hereon. In the suit to foreclose the lien hereof, there shall be allowed and included all additional indebtedness in the decree for sale and expenses of collection which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, witness fees, outlays for documentary and expert evidence, stenographic fees, publication costs and costs (which may be estimated) for items to be expended after entry of the decree of foreclosure, title searches and examinations, guarantee premium, title insurance certificates, and similar data and assurances of title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders the true and exact title to or the value of the premises. All expenses of collection, including the sale which may be pursuant to such decree, the true and exact value of the premises, shall become part of the indebtedness secured hereby and payable, with interest thereon at the rate of eight per cent per annum, when paid by Trustee or holders of the note in connection with (a) any proceeding, including probate and proceedings, to which either of them shall be a party, plaintiff, defendant, claimant or defendant, by reason of this trust deed or any other indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of a deficiency, to determine whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which may affect the premise 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 sale, including all such items as are mentioned in the note, with interest thereon as herein provided; then to the principal amount remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their right may appear.

6. Upon or at any time after 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 earlier or later than the time of application for such receiver, or the person or persons liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether or not the same shall be occupied as a homestead or not and the receiver so appointed may be appointed as such receiver. Such receiver, or his or her successor in title, shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of any deficiency, during the full statutory period of redemption, to act as trustee for the protection, possession, control, management and operation of the premises during the whole of such period, or, from time to time, may authorize the receiver to apply the rents, issues and profits, and all other powers, to the indebtedness secured hereby, or by any decree foreclosing this trust deed, any tax, special assessment or other lien which may then be 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 care given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its gross negligence or misconduct or that of its agents or employees, 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 paid and Trustee may execute and deliver a release hereon, at the request of any person who shall, either before or simultaneously with the produce and exhibit to Trustee the note represented by the original note indebtedness hereby secured has been paid, which is genuine note herein described any note which bears the original of identification purporting to be executed by or on behalf of the holder or, which conforms in substance with the description of the note and which purports to be executed by or on behalf of First Party; and where the release is requested of the original note and it has never executed, to indicate on any instrument purporting same as the note described herein, it may accept as valid the note herein described any note which may be presented and which conforms in substance with the description herein contained in the note, and which purports to be executed on behalf of or by Trustee, and which shall have been recorded as Trustee or successor in title to act as Trustee and Successor in Trust hereunder shall be the identical title, power and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

27513241

WORTH BANK & TRUST

THIS TRUST DEED is executed by the WORTH BANK AND TRUST COMPANY, not personally but as Trustee, it is agreed, in the exercise of the power and authority conferred upon and vested in Trustee, and said Breman Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed by both herein or in said instrument, that the company, as the said First Party or on said Breman Bank and Trust Company personally to the said note or note of record, shall remain liable to the company, or any indebtedness accruing hereunder, and the company personally to pay the said note or note of record, and that such liability, if any, being expressly waived by Trustee, shall not attach to the personalty of the holder or holders of said note and the owner of ownership of said note, and the company, or any indebtedness accruing hereunder, or hereafter claiming any right or interest in the note or note of record, and that, to the First Party and its successors and assigns, shall look solely to the premises herein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein provided, and in no event shall the company be liable to the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the WORTH BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its TRUST OFFICER, and its corporate seal to be hereunto affixed and attested by its ASST. CASHIER, to wit, the day and year first above written.

4-12-85 WORTH BANK & TRUST

BREMAN BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally,

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

By *Marilyn Sajdak*
Trust Officer
Attest: *John E. Meyer*
Asst. Cashier

the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marilyn Sajdak, T.O., WORTH BANK & TRUST, and Joan Meyer, A.C., Notary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as T.O. XXXXX and A.C. XXXXX, 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 A.C. XXXXX, then and there acknowledged that he was A.C. XXXXX, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said A.C. XXXXX'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 this 12th day of April, 1985

Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI- FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified
herewith under Identification No. _____

Trustee

END OF RECORDED DOCUMENT