

FORM 48021 C&J

27 029 609

This Indenture, Made this 26th day of March A.D. 19 84
 between Beverly Bank Trust No. 8-3826
 of the City of Chicago in the County of Cook in the State
 of Illinois, party of the first part, and National Bank of Joliet
 the second part, of the County of Will, and State of Illinois, as trustee, party of
 the second part.
 WITNESSETH: THAT WHEREAS, the said Beverly Bank Trust No. 8-3826

grants herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer
 and/or shall be indebted to said National Bank of Joliet in the amount of
 One Hundred Fifty Thousand and no/100 (\$150,000.00), payable on demand,
 including any extensions or renewals thereof, at the rate of *Base.

12⁰⁰

*Base shall be the National Bank of Joliet Base Rate as determined by the
 Bank from time to time, adjusted daily.

This is a Junior lien.

Now therefore, the said party of the first part for the purpose of securing the payment of said principal sum
 of money and said interest, and all future advances, with her obligatory or discretionary, together with interest
 thereon, pursuant to the terms hereof, according to the true intent and meaning of said note and of all notes evidencing
 such future advances, and for the purpose of securing the faithful performance of the covenants and agreements
 herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents
 convey and warrant unto the said party of the second part the following described real estate, with the im-
 provements thereon and all lifting, heating, lighting and plumbing apparatus and other machinery and fixtures
 now, or that may hereafter be attached to or form a part of said premises, and everything appurtenant thereto,
 together with the rents, issues and profits thereof, which are hereby absolutely assigned, set over and transferred
 unto second party whether now due or which may hereafter become due under or by virtue of any verbal or writ-
 ten lease or occupancy agreement, said real estate being situated in the County of Will, in the State of Illinois,
 to-wit:

The North 100 feet of the South 750 feet of that part of Lot 7 in Van Drunen's
 Subdivision of Lots 17 and 18 of School Trustee's Subdivision of Section 16,
 Township 36 North, Range 14, East of the Third Principal Meridian, as per
 Plat recorded in the Recorder's Office of Cook County, Illinois, on the 23rd
 day of June, 1897 as Document Number 2,555,456, lying East of the West 5 rods,
 (also except therefrom the East 20 feet thereof) in Cook County, Illinois

Commonly known as: 16056 Suntone Drive, South Holland, IL

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois,
 the United States of America, and any and all other governmental units having jurisdiction thereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the
 said party of the second part and its successors and assigns forever, for the uses and purposes and upon the
 trusts herein set forth and for the equal security of said principal and interest without preference or priority
 by means of priority of time of maturity thereof.

It is understood that at any time before the cancellation and release of this trust deed, said note, and all
 notes evidencing future advances, including the terms of repayment thereof, may from time to time be modified
 or amended in writing thereon by the parties liable thereon and the holder thereof to include any future advances
 or advances for any purpose made by the holder, at its option, to or for said parties liable thereon. Grantors
 covenant and agree that this trust deed secures any and all such future advance or advances, together with the
 specified interest thereon, as well as the hereinbefore described principal and interest now evidenced by said note.
 The term "note" as used in this Trust Deed includes the principal promissory note described above, as so modified
 or amended, the same be so modified or amended, and any and all notes evidencing any future advances from the
 clause hereof to debtors herein, whether such advances are obligatory upon holder or merely discretionary; and
 nothing contained herein shall be considered as limiting the interest which may be secured hereby or the amount
 or amounts that shall be secured herein when advanced to protect the security or otherwise.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as
 herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments
 levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon
 in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said
 trustee, any remodeling or alteration of the building or buildings thereon or construction of any new improve-
 ment thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and
 at least in the amount of the indebtedness secured hereby against loss by fire, lightning and those hazards cov-
 ered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may
 designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of red-
 emption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said
 indebtedness and to deliver to said legal holder the said insurance policies, with the usual mortgage or trustee
 clause attached thereto, making all loss, if any, thereafter payable to said Trustee, as his interest may appear;
 not to suffer or permit: (1) any liens of mechanics or material men or other claims to attach to said premises;
 (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4) without written consent of
 the trustee, (a) any use of said property for a purpose other than that for which the same is now used, or (b)
 any purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any ap-
 paratus, fixtures or equipment placed in or upon any building or improvement upon said property. And in the
 event of the failure of said grantors so to pay said taxes and assessments, or to keep said buildings insured as
 aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said in-
 debtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said pre-
 mises, or may procure such insurance, or settle any lien of any mechanic or material men or other claims attached
 to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebted-
 ness to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful

ED BY Michael D. Wimberly, Member Will County Bar Association
 IL TO: National Bank of Joliet, 121 N. Chicago St., Joliet, IL 60431
 109 2 TICOR # HW187270
 29-16-400-108
 27 029 609

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10/2 TIGOR # HW187270

60431 29-16-400-108

PREPARED BY Michael D. Wimberly, Member Will County Bar Association
AND MAIL TO: National Bank of Joliet, 121 N. Chicago St., Joliet, IL

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COOK COUNTY, ILLINOIS
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Sidney N. Olson
RECORDER OF DEEDS

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to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN CASE OF DEFAULT in the payment of principal, interest or any other installment thereof provided in said note, and, notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, or if there is any voluntary or involuntary change whatsoever in the legal, equitable, or contractual ownership of the property described herein, then and in any such event the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the money thereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, or any other documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors. Such like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors; that such fees, expense, and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the costs of such suit have been paid.

The grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party, and until the period of redemption, if any, from any sale therein shall expire, whether there be redemption from such sale or not. The grantors agree that upon the filing of any bill to foreclose this trust deed or upon the commencement of any such action, the court in which such bill is filed or such action is commenced may at once and without notice to the said grantors or any party claiming under said grantors, and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premise, during the pendency of such foreclosure suit or other action, and until the time to redeem the same from any sale thereunder shall expire; and such rents, issues and profits, including those collected during such period of redemption, may be applied toward the payment of the indebtedness secured hereby, costs, taxes, insurance and other items necessary for the protection and preservation of said property.

It is further agreed that if holder herein and/or any principal debtor under the note or notes secured hereby is a corporation, said corporation does hereby waive and waive all right of redemption from sale under any order or decree of foreclosure, pursuant to and to the fullest extent possible under Illinois Revised Statutes, Chapter 77, Section 18a, and under any and all other laws of the State of Illinois or any other governmental agency having jurisdiction over the matters contained in this Trust Deed.

In the event of the refusal, resignation or inability of the grantee to act as trustee, the then Recorder of Deeds of said Will County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, or receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this 26th day of March A.D. 19 84

This document is made by Beverly Bank as Trustee and accepted by Patricia Ralphson (SEAL) the express understanding that the Beverly Bank enters into the same trust for or for not personally, but only as Trustee and that no personal liability (SEAL) assumed by nor shall be asserted or enforced against Beverly Bank (SEAL) because of or on account of the making or executing this document asst. Trust Officer (SEAL) or of anything therein contained, all such liability, if any being expressly waived, nor shall Beverly Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressed (SEAL) or implied.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, The Undersigned,
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Patricia Ralphson Trust Officer Vice-President of Beverly Bank, and Dorothy M. Fleischmann Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Trust Officer-Assistant Cashier, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Assistant Cashier, then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March A.D. 19 84

Richard E. Metcalf Notary Public

27 029 609

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Beverly Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Beverly Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Beverly Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Beverly Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer—Assistant Cashier, this _____ day and year first above written.

BEVERLY BANK

As Trustee as aforesaid and not personally.

By _____ Vice-President Trust Officer

AtTEST _____ Assistant Trust Officer—Assistant Cashier

STATE OF ILLINOIS } ss
COUNTY OF WILL

I, _____, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as 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 26th day of March A.D. 19 84

Notary Public

TRUST DEED

27 029 639

TO

Trustee

Trust No. _____

Loan No. _____

\$ _____ years at _____ %

Date _____ 19 _____

STATE OF ILLINOIS, } ss
County of Will

No. _____

I hereby certify that the within instrument was filed for record in the office of the Recorder of Deeds, in the County aforesaid, on the _____ day of _____ A.D. 19 _____ at _____ o'clock _____ M., and recorded in Book _____ page _____

Recorder of Deeds

Fee _____
MAIL TO: _____