UNOFFICIAL CO

01-10006763

TRUST DEED

27 393 706

THE ABOVE SPACE FOR RECORDERS USE ONLY

December 15, 1984 , between *CARTICHAN BANK XAND THIST OF HELLICAGO THIS INDENTURE, Made Illinois, an Illinois Banking Corporation, 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 June 11, 1984 and known a trust number 738 , herein referred to as "First Party," and

made payable to the order of REARER 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 Agreem int and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate ement on the balance of principal remaining from time to time unpaid at the raper century annum in instalments as follows: Six Hundred Thirty Nine & 99/100ths 14.5

Dollars on the 15th

day of Far. uary

1985 and Six Hundred Thirty Nine & 99/100ths

15th day of eachard every month thereafter until said note is fully paid except that the Dollars on the final payment of principal and interest, if her scener paid, shall be due on the 15th day of January, 1988. All such payments on account of the indet ted less 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 7/5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then a the office of First State Bank of Chicago

NOW, THEREFORE, First Party to secure the payment of the said principal successful 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, its successor, and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STAT. OF ILLINOIS, to wit:

Lots 16, 17 and 18 in Block 1 in Marthe's Subdivision of the South Half of the South Half of the South East Quarter of the North East Cuarter (except the North 33 feet thereof dedicated for street) of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

1985 JAN -3 PM 2: 20

27393706

THIS INSTRUMENT PREPARED THE B. H. SCHREIBER 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

HARWOOD HEIGHTS, IL 60656

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 l'irst 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 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, inador beds, awnings, stoss 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 aforessid 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 on the premises and the use thereof; (6) refrain from making material alterations in said premises e

NAME First State BAnk of Chicago Ε STREET 4646 N. Cumberland Ave. CITY Chgo, Il. 60656 BOX 333 INSTRUCTIONS

4828 W. Division St. Chgo, Il.

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or hereafter situated on said premises insured against loss or damage by fire, lightning or wandstorm 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 indehtedness secured hereby, all in companies withfactory to the holders of the notice, under insurance allows 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 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 full or partial payments of priorition of interest on prior encumbrances, if any, and purchase, also have, 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 attempted attempts of the policy and to the priorition of the purposes herein authorized and all expenses paid or incurred in connection therewish, including attorneys? Fees, and any other moneys advanced by Trustee or the holders of the note for protect the mitraged promises and the lice hereof, has reasonable compensation to Trustee for each matter concerning which action herein authorized must be taken, shall be so much additional indeher less secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, paragraph. 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 hien 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 to the contrary, become due and payable (a) immediately in the case of default in hasking paymer of a by instalment 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 of a ficulty set Forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time.

3. At the option of aid three day period.

4. When the ind is claims been provided to the contrary of the note or Trustee shall have the right to forcious the life her of. In any suit to Torcious the life hereof. There shall be allowed and included as additional indebtedness in the decree for shall receive the life hereof. In any suit to Torcious the life hereof. There shall be allowed and included as additional indebtedness in the decree for shall receive the life hereof the contrary of the providence of the note for attorneys' fees, trustee's fees, appriser's fees, outlays or decomentary and expense of the note for attorneys' fees, trustee's fees, appriser's fees, outlays or decomentary and expense of the note in the same and expenses of the note in the second similar data and assurance with respect to title as Trustee or holders of the note for attorneys' fees, trustee's fees, appriser's fees, outlays or the expens third, all principal and interest remaining unpi d o 'b', note; fourth, any overplus to First Party, its legal representatives or assigns, as one against any appear.

6. Upon, or at any time after the filing of a bib' 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 aft, sai, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable f / the pyment of the indebtess secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as, 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 o. d., misse during the power to collect the rents, issues and profits o. d., misse during the power to collect the rents, issues and profits, o. d., misse during the 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, or other here the except for the intervention of such receiver, or other here there are usual in such cases for the protection, possible, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to pipt it here into me in his hands in payment in whole or in part of; (11) The indebted of the court from time to time may authorize the receiver to pipt it here into me in his hands in payment in whole or in part of; (11) The indebted in the provided such application is made prior to for cross residence or of the fine hereof or of such decree, provided such application is made prior to for cross residence or the fine which may be or become superior to the lien hereof or of such decree, provided su 7. Irustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access theretoe shall be permitted for that purpose.

8. Tustee 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 he liable for any acts or omissions foreunder, except in case of its own gross negligence or misconduct or that of the agents or employers. 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 instrume turn or presentation of satisfactory evidence that all indebtedness states are the control of the state of any person who shall, either before after the state of any person who shall, either before after the state of the sta Rider attached hereto and made a part thereof. __ VICE-PRESIDENT-TRUST OFFICER
TRUST OFFICER
____ ASSISTAN XXXX XXXXXXXX Slaver K- Crowley Barbara A. Jankowski,
in and for said County, in the State aforesaid, Do Hereby Certify, that
Rudolph C. Schoppe
Vice-President STATE OF ILLINOIS COUNTY OF COOK Vice-President-Trust Officer
of INDIVIDUAL And Trust CHOMPHY and Sharon K. Crowley. Assistant
Trust Officer of Capitollank and Trust Chomphy who are personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust
Officer, and Assistant/Trust — tespetively, appeared before me this day in person and acknowledge
ded that they signed and delivered the foregoing instrument as their own free and voluntary act and as the
free and voluntary act of said Barkeas Trustee as aforesaid, for the uses and purposes therein set forth;
and the said Assistant/Trust

The Trust Officer

Trust Officer

Trust Officer

Trust Officer

Trust Officer

Trust Officer

Vice-President-Trust Officer

To who are personally known to me to be the
same persons who are personally known to me to be the
same persons and a such vice-President-Trust
Officer

Trust Offi GIVEN under my hand and Notarial Seal this

December

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND-ER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED 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

A.D. 19_84 Varbara

herewith under Identification No. 1985
Parkway Bank and Trust Lompany

Dany forther, S.O. Trustee

Notary Public

Form 82-530 Bankforms, Inc.

Danfoleste

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RECEIVED IN BAD CONDITION

The undersigned mortgagor covenants and agrees to pay to the mortgagee or bearer hereof on each principal and interest installment payment date, until the indebtedness secured by the mortgage is fully paid, an additional sum 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 premium for insurance carried in connection with said premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with mortgagee or bearer an amount based upon the taxes and assessments an ascertainable or so estimated by the mortgagee, for taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such tax and incurance deposits are to be held without any allowance of interest and are to be used to the payment of taxes and assessments and renewal of such insurance policies, on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after epit of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer 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 equiring the mortgagee or bearer to advance other moneys for said purposes, nor shall the tarring incur any personal liability for anything it may do or omit to do hereunder.

The undersigned reserve he right to prepay this note in whole or in part any time, but the mortgagee may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all prepayments on the note in one year, which exceeds twenty per cent (201) of the original principal amount of the loan.

It is expressly agreed and unde stood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial controlled to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

At maturity you must repay the entire principa bilance of the loan and unpaid interest then due. This loan matures and is payable in rul, at the end of 3 years, unless extended for 2 additional terms of three years each. This lan may be extended for two additional terms of three years with payments based on the original amortization period. Provided the bank may elect to lower or increase the interest of chiral esame rate. If the rate is to be increased, it may be adjusted only to a leve that is 2-1/2% percentage points higher than the effective rate or yield then applicable to United States Government Bonds maturing in approximately 3 years however in no ever c shill the rate be adjusted by more than 2-1/2%. The monthly payments shall ther after be adjusted to reflect any change in interest rate. A renegotiation fee of 1/2 of 1% of the current loan balance will be due and payable to the Bank, in the event the origagors elect to extend the loan beyond each maturity.

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

This rider attached to Trust Deed dated as Trustee under Trust No. 738 dated 6/11/84 and Parkway Bank and Trust Company expressly is made a part hereof.

In the event of the commencment of Judicial proceeds to foreclose this mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of Mortgagor and each and every person it may legally bind acquiring any interest in or title to the premises after the date of the execution of this mortgage; and Mortgagor, for itself its successors and assigns, and for all it may legally bind, agrees that when sale is had under any decree of foreclosure of this mortgage, upon confirmation of such sale, the master in ahancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the premises, showing the amount paid therefor, and if purchased by a person in whose favor the order or decree is entered, the amount of his bid therefor.