

UNOFFICIAL COPY

TRUST DEED

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85040340

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 18 1985, between EDWARD IVAN IVASKA AND SALLY ANN IVASKA, his wife herein referred to as "Mortgagors," and FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK

an Illinois banking corporation doing business in Oak Brook, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein-after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 500,000.00

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from DATE OF DISBURSEMENT at the rate of *** per cent per annum in instalments of principal and interest as follows:

PAYMENT IN FULL ON DEMAND WITH ACCRUED INTEREST PAYABLE MONTHLY (Monthly XXXXXXXX). and 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 Oak Brook, 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 FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK in said Village.

Tax #15-12-213-004

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 herein 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 by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the VILLAGE OF RIVER FOREST COUNTY OF COOK AND STATE OF ILLINOIS.

to wit: LOT 17 IN THE SUBDIVISION OF BLOCK 5 N QUICK'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 LYING NORTH OF LAKE STREET IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

* THIS TRUST DEED SECURES THE PERSONAL GUARANTEES OF EDWARD IVAN IVASKA AND SALLY ANN IVASKA WITH RESPECT TO THE LOAN OF CONVEYOR CRAFT, INC. IN THE AMOUNT OF \$500,000.00 DATED APRIL 18, 1985 FROM FIRST NATIONAL BANK OF OAK BROOK.

** PRIME PLUS 1% FLUCTUATING DAILY

This document prepared by WILLIAM E. NAVOLIO One McDonald's Plaza Oak Brook, Illinois 60521

*** PRIME PLUS 5% FLUCTUATING DAILY

THIS IS A JUNIOR MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, and in 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 restriction) fire foreclosing, screens, window shades, storm doors and windows, floor coverings, inador beds, swings, 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 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.

Edward Ivan Ivaska [SEAL] Sally Ann Ivaska [SEAL] EDWARD IVAN IVASKA SALLY ANN IVASKA

STATE OF ILLINOIS I Susan M. Spaulding ss a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of DuPage EDWARD IVAN IVASKA AND SALLY ANN IVASKA, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 18th day of April A D 19 85 Susan M. Spaulding Notary Public

85040340

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed and keep all premises in good condition and repair...

2. 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...

3. 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 repairing or replacing the same or to pay in full the indebtedness secured hereby...

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or performance by or hereafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make all or partial payments on principal or interest of prior mortgages...

5. 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...

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything in the note or in this trust deed to the contrary...

7. 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 premises in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness the reasonable attorneys fees, Trustee's fees, expenses for documents and expert testimony of photographers, clerks, subscription costs and costs of printing...

8. 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...

9. 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 at the time of application for such receiver and without regard to their value of the premises or whether the same shall be then occupied as a homestead or not...

10. 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.

11. 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.

12. 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...

13. Trustee shall release this trust deed and the lien thereof by prior instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed...

15. 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...

16. The holders of the note secured by this trust deed at their sole option may receive the right to extend, modify or renew the note secured hereby at any time and from time to time...

17. Mortgagors agree that any said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note hereof shall be secured by the identical lien, powers and authority as are herein given to the Trustee...

* PRIME PLUS 5% FLUCTUATING DAILY. THIS TRUST DEED IS ALSO SUBJECT TO THE TERMS AND PROVISIONS OF RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. First National Bank & Trust Company of Oak Brook, as Trustee

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



WILLIAM E. NAVOLIO c/o FIRST NATIONAL BANK OF OAK BROOK One McDonald's Plaza

FOR RECORDERS INDEX PURPOSES DESCRIBE PROPERTY HERE

539 Jackson River Forest, IL 60305

OR RECORDER'S OFFICE BOX NUMBER

85040310

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RIDER A 3 5 0 4 0 3 4 0

In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in this Mortgage or Trust Deed given to secure the Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned (or his or her spouse), then the balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note secured by this Mortgage or Trust Deed, the undersigned promises to pay the same forthwith.

The terms and conditions of this Trust Deed or Mortgage securing the Note, or any extensions, modifications, renewals or extension agreements of the whole or part of the Note and this Trust Deed or Mortgage, are incorporated by reference in the Note and this Trust Deed or Mortgage, or any extensions, modifications, renewals or extension agreements of the Note, and this Trust Deed or Mortgage.

Property of Cook County Clerk's Office

85040340

Edward Ivan Ivaska
EDWARD IVAN IVASKA

DATED: APRIL 18, 1985

Sally Ann Ivaska
SALLY ANN IVASKA

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