

UNOFFICIAL COPY

TRUST DEED

0 5 0 1 2 3 4 0

85040340

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 18

1485 , between

EDWARD IVAN IVASCA AND SALLY ANN IVASCA, 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 or 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 (Debtors XXXXXXXX),
RECEIVED XXXXXX XY XXXXXX X XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX 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 OF OAK BROOK in said Village.

Tax #15-12-213-004

NOW, THEREFORE, the Mortgagor 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 this estate, right, title and interest therein, situate,

lying and being in the
limits of the VILLAGE OF RIVER FOREST COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 17 IN THE SUBDIVISION OF BLOCK 5 IN 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 13 FLUCTUATING DAILY

*** PRIME PLUS 5% FLUCTUATING DAILY

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

THIS IS A JUNIOR MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenement, easements, fixtures, and appurtenances thereto belonging, &c., and all rents, issues and profits thereof for so long and during such time as the Mortgagee may entitle thereto which are pledged primarily, and in a parity with said real estate and building, 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 the foregoing, screens, window shades, storm doors and windows, floor coverings, indoor 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 or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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 this page shall apply to the entire trust deed, except as otherwise provided in this instrument.

side of this trust deed) are incorporated herein by reference, their heirs, successors and assigns.
Witness the hand, *[Signature]* and seal, of Mortgagors the
[Signature] [SEAL]
EDWARD IVAN IVASKA

Sally Ann Ivaska [SEAL]
SALLY ANN IVASKA

STATE OF ILLINOIS

Susan M. Spaulding

County of DuPage

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
EDWARD IVAN IVASKA AND SALLY ANN IVASKA, his wife.

who the personally known to me to be the same personS, what nameS, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, signed, sealed and delivered the said instrument as the 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.

Dean M. Gardiner
Notary Pub.

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

1. Mortgagor shall, at prompt, repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, and keep said premises in good condition and repair, without waste, and free from trash, debris or other items or refuse not expressly subordinate to the lien herein, to pay when due any indebtedness which may be secured by a note or charges on the premises payable to the lessor herein, and upon request exhibit satisfactory evidence of the discharge of such prior to the trustee of the terms of the note, complete within a reasonable time, any building or buildings now or at any time in process of erection which said premises do comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalties attaches all general taxes, and still 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.

1. Mortgagors shall keep all buildings and improvements, now or hereafter situated on said premises, insured against loss or damage by fire, lightning and/or storm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in a company satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to Trustee for the benefit of the holder(s) 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 renewal policies not less than ten days prior to the respective date of expiration.

6. 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 presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim therein.

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, including all such items as are mentioned in the preceding paragraph herof; second, all other items which under the terms hereof constitute a cure indebtedness additional to that evidenced by the note, with interest thereon as heretofore provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Suregators' their notes, legal representations or otherwise, and fifth, any unpaid taxes.

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. 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 . The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien heretofore or of such decree, provides such application as made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision herein 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.

12 Trustee has no duty to examine the title, location, existence or condition of the premises nor shall Trustee be obligated to regard this

Trustee shall not be liable for any acts or omissions of the agents or employees of Trustee, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory in its opinion before exercising any power herein given.

13. 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 fully paid, and Trustee may execute and deliver to release hereof to and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee for audit, 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 identification 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.

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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or the Clerk 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 herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This trust deed and all notes hereunder shall extend to and be binding upon Mortgagors and all persons claiming under or from them, and the Mortgagee may sue thereon in the name of any one or more of them or of any other 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.

12. Mortgagors agrees that any said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors

1. Mortgagors agree that any sale note and any extension or renewals thereof and also any and all other indebtedness of Mortgagors to the holders of the note heretofore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors it not without the prior written consent of the holders of the note, or otherwise, or permit any sale or other encumbrance, either than present existing liens and liens securing the payment of loans and advances made to them by the holders of the note, to occur on said real estate.

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.

I M P O R T A N T
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
hereby under Identification No. _____

First National Bank & Trust Company of Oak Brook, as Trustee

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Указом Президента
Российской Федерации
от 24 мая 1995 года

MAIL TO NAME WILLIAM E. NAVOLIO
c/o FIRST NATIONAL BANK OF OAK BROOK
100 N. MICHIGAN AVENUE McDonald's Plaza

RECEIPTED OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

539 Jackson
Elmer Farson H-58305

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3 5 0 4 0 3 4 0

RIDER A

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.

85040340

-85-040340

DATED: APRIL 18, 1985

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Edward Ivan Ivaska
EDWARD IVAN IVASKA

Sally Ann Ivaska
SALLY ANN IVASKA

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