

A-509032

GEORGE E. COLE  
LEGAL FORMS

TRUST DEED (ILLINOIS)  
For Use With No. Form 448  
(Monthly Payments Including Interest)

FORM 448  
April 1980

UNOFFICIAL COPY  
85-220 568

CAUTION: Consult a lawyer before using a legal form. Read instructions carefully and check against facts.

THIS INDENTURE, made September 16, 1985  
between Ford City Bank & Trust Company u/t/a 3885  
dated 10-18-82,

85 220 568  
1:44

herein referred to as "Mortgagors," and  
Oak Lawn National Bank  
9400 S. Cicero Ave., Oak Lawn, IL 60453

The Above Space For Recorder's Use Only

herein referred to as "Trustee" witnesseth That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note" of even date herewith, executed by Mortgagors, made payable to Beneficial and delivered in and by which note Mortgagors promise to pay the principal sum of FOUR THOUSAND AND 00/100 Dollars, and interest from September 16, 1985 on the balance of principal remaining from time to time unpaid at the rate of 13.75 percent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Thirty Six and 17/100 Dollars on the 15th day of October 1985 and One Hundred Thirty Six and 17/100 Dollars on the 15th day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September 1988; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; to the extent not paid when due to be in interest after that date for payment thereof at the rate of 13.75 percent per annum, and all such payments being made payable at 9400 S. Cicero Ave., Oak Lawn, IL 60453 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which not further provided for at the election of the legal holder thereof and without notice, the principal sum remaining unpaid together with accrued interest at the time due and payable at the place of payment above said, in case of default shall accrue in the payment of which due to any installment of principal or interest in accordance with the terms of said note and in case of default shall accrue and continue for three days on the payment day of any other agreement contained in this Trust Deed in which event cash may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW WHEREFORE to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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 of which is hereby acknowledged, Mortgagors by the present **COPIES AND WARRANT** into the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, lying and being in the **Village of Oak Lawn** **County of Cook** **State of Illinois** to-wit:

Lot 51 in Block 2 in First Addition to H. O. Stone and Company's 95th Street Columbus Manor a Subdivision of the South East 1/4 of the North West 1/4 of the North West 1/4 and the South West 1/4 of the North West 1/4 of Section 8, Township 37 North, Range 13, of the Third Principal Meridian, in Cook County Illinois.

Permanent Tax No. 24-08-111-010-0000  
9625 Merrimac, Oak Lawn, IL 60453

which, with the property hereinafter described, is referred to hereinafter as "premises."  
TOGETHER with all improvements, easements, accretions, and appurtenances, all of the foregoing and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto, which costs, taxes and profits shall be paid primarily and on a parity with said real estate, and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter attached to the premises, including but not limited to, but not restricted to, heating, power, refrigeration and air conditioning (whether single unit or centrally controlled), and ventilation, such as, without restricting the foregoing, screens, window shades, awnings, storm doors and windows, floor coverings, madder beds, toys and water heaters, all of the foregoing are attached and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and that a record of all buildings, improvements and all similar or other apparatus, equipment or articles hereafter placed on the premises by Mortgagors or their successors and assigns, shall be part of the mortgage instrument.

TO HAVE AND TO HOLD the premises, together and apart, to be held, sold, conveyed, assigned, transferred, for the parties herein named, to the legal holder hereof, his or her heirs, assigns and lawful successors, to the end that the said premises shall remain subject to the mortgage herein made by the Mortgagors, do hereby expressly release and waive:

The name of a record owner is Ford City Bank & Trust Company u/t/a 3885 dtd. 10-18-82.  
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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.  
ATTEST: [Signature] Asst. Cashier  
BY: [Signature] Trust Officer

STATE OF ILLINOIS }  
COUNTY OF COOK }

I, Stella B. Kruder, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stella B. Kruder of FORD CITY BANK AND TRUST CO. and Kimberly Sue Hudelson

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Asst. Cashier and Trust Officer~~ 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 ~~Asst. 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 1st day of October AD 1985

[Signature]  
Notary Public.

85 220 568

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1. Mortgagors shall keep in repair and in good condition and shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed... Keep and premises free from mechanical liens or liens of the United States or other liens... Evidence of the discharge of such lien to the benefit of the holder of the note...

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, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 indebtedness secured hereby... In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient...

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien on title or claim thereof... The Trustee or the holder of the note hereof shall have the right to foreclose the lien hereof and all shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt.

5. The Trustee or the holder of the note hereof shall not be authorized relating to taxes or other moneys to be paid 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 lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or notes shall have the right to foreclose the lien hereof and all shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all taxes, duties and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note to attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be incurred or incurred, and the cost of entry of the decree of foreclosure, abstracts of title, title searches and examination fees, guarantee policies, attorney's fees, and outside data and assurances with respect to title of Trustee or holders of the note, and to do any other reasonably necessary either to protect such suit or to evidence to holders in any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be some so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of nine percent per annum, when paid or incurred by Trustee or holder of the note, and such action, suit or proceeding, including but not limited to, to prosecute and to complete proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or to take preparations for the commencement of a suit for the foreclosure hereof, or for such right to foreclose, whether or not actually commenced or to take preparations for the defense of any such action, suit or proceeding which might affect the proceeds or the security hereof, whether or not actually commenced.

8. The proceeds of any 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute the indebtedness additional to that evidenced by the note, hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, together with any coupons to Mortgagors; then hereof legal representatives of assigns or their heirs, or any representative.

9. Upon or after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of all premises. Such appointment may be made either before or after sale, without notice, without regard to the consent or assent of Mortgagors, at the time of application for such receiver, and without regard to the true value of the premises, or whether the same shall be then occupied as a home, hotel or inn, and the Trustee hereunder may be appointed as such receiver, and shall have power, with the consent of the court, and subject to the provisions of such receiver, to sell, lease, convey, and otherwise dispose of the premises, and during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the note secured by 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 proper sale, 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 proceeds of any sale in payment of such indebtedness as may be due to the secured parties of the note secured by this Trust Deed, and any tax, special assessments, or other liens which may be due and become payable to the lien holders of such debts, provided such application may be made prior to the discharge of the debt secured by the note and deficiency.

10. Satisfaction for the entire amount of the debt secured by this Trust Deed of any prior lien shall be subject to my defect, which would not be read and available to the party in possession of such instrument of debt upon the note hereby secured.

11. Trustee or the holder of the note hereof shall have the right to inspect the premises and all buildings and access thereto shall be permitted for that purpose.

12. Trustee has the duty to convey by deed, subject to all liens, a certificate of title of the premises hereof, which certificate shall be subject to the Trust Deed or to any other lien or encumbrance hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require and require satisfactory to him before exercising any power hereunder.

13. Trustee shall release the Trust Deed and the instruments of principal instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid or has been satisfied, and shall execute and deliver a certificate of discharge of any person who shall either before or after maturity thereof, purchase and hold to the principal note, to the extent that any indebtedness hereby secured has been paid, which release shall be subject to any and all claims for which a release has been obtained from a receiver or trustee or Trustee or trustee hereunder or which contain any discharge with the discharge of any certificate of discharge of any principal note, and which parts to be executed by the person herein designated as the maker thereof, and where the release is requested of the principal note, and he may never execute a certificate of any instrument identifying him as the principal note holder hereof, and he may accept the certificate of the principal note, which certificate may be presented in any case to the same or in discharge with the description herein provided of the principal note and which parts to be executed by the principal note holder or his agents or assigns.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his death, resignation, inability or refusal to act, the then Recorder or Deed of the county in which the premises hereof shall be the second Successor in Trust. Any Successor in Trust hereunder shall have the identical 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 provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and all persons claiming under or through Mortgagors, whether or not such persons or all have accepted the principal note or this Trust Deed.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified here with under Identification No.

Trustee

85 220 563

UNOFFICIAL COPY

BOX 333 - 114

OAK LAWN NATIONAL BANK

9400 S. Cicero Avenue

This instrument was prepared by

commissioner expenses

to be paid under my hand and official seal this

day of November

1985, personally known to me to be the same person as the person who appeared before me this day in person and acknowledged that he subscribed to the foregoing instrument.

in the form above and DO NOT SIGN FOR ME. I, the undersigned, a Notary Public in and for Cook County, State of Illinois, County of Cook

Property of Cook County Clerk's Office

... the payment of the principal sum of \$100,000.00 and interest thereon with the terms, conditions and provisions of the ...

been referred to as "Mortgagees" and ...  
OAK LAWN NATIONAL BANK  
9400 S. Cicero Ave., Oak Lawn, IL 60453  
dated 10-18-82.  
Ford City Bank & Trust Company u/t/a 3885  
September 16, 1985  
THIS INSTRUMENT made  
between  
85220568

A-509032

LEGAL FORMS  
GEORGE E. COLE

TRUST DEED (ILLINOIS)  
For Use With Note Form 1448  
(Monthly Payments including interest)

FORM NO. 109  
April, 1980

85220568

ARTICLE 1

The instrument mentioned in the within Trust Deed has been

... the payment of which... shall have secured the principal note or this Trust Deed

... the then Recorder of Deeds of the County... shall have the right to file...

... in which the instrument shall have... the description herein contained of the principal

... and which he has... the description of the principal note and which he has

... and the then... evidence that all in

... exercising any power therein given

... the terms hereof, not being obligated to record

... the right to inspect the premises and access there to shall be per

... which would not... the Trust Deed as if any person hereof shall be subject to any defense which would not

... the then hereof or of such... the instrument in which may be in effect hereof or of such

... and in case of a sale... such receiver shall have power to collect the rents,

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