

UNOFFICIAL COPY

TRUST DEED

85211273

708087

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made September 26, 1985, between Bramer Bank and Trust Company Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated September 16, 1985 and known as trust number 85-2596, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of ONE HUNDRED THOUSAND AND 00/100-----(\$100,000.00) Dollars,

made payable to THE ORDER of Charles L. Floramo and Diana R. Floramo and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on September 26, 1986 with interest from September 26, 1985 for a one year period at the interest rate equal to the prime rate quoted by the Continental Illinois National Bank on July 1, 1985 plus one point. Said interest to be due and payable with the principal amount on September 26, 1986. The note may be prepaid with interest computed to such date only after January 1, 1986. All of said principal and interest bearing interest after maturity at the rate of 18% per annum, then at the office of Charles L. Floramo at 15020 South Cicero Avenue, Oak Forest, Illinois, 60452.

NOW, THEREFORE, First Party, to assure 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 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 successors and assigns, the following described Real Estate situate, lying and being in the Village of Oak Forest COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2, except the East 17 feet thereof, in Block 39 in A.T. McIntosh's Addition to Midlothian Farms, being a Subdivision of the Southwest 1/4 of the Southeast 1/4, and the East 1/2 of Section 9, the West 1/2 of the Southwest 1/4 and the West 3/30ths of the East 1/2 of said Southwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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12<sup>00</sup> MAIL

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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 First 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 or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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 aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims (or lien not expressly subordinated to the lien hereof); (c) 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 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the improvements thereon; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may owe to contest; (i) keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee (or to any of the holders of the note, such rights to be evidenced by the standard mortgage clause 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 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 any payment or perform any act herebefore set forth 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 or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken shall be a part of the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate set forth in the note securing this trust deed, if any, otherwise the prime rate set forth in the note, in effect on the date of maturity 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.

51076583 Caland 24  
2809-404-0228

MAIL TO: THIS INSTRUMENT WAS PREPARED BY  
THEODORE J. CACHER  
9961 W 151ST  
Orland Park Ill 60462  
PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
15020 South Cicero Avenue  
Oak Forest, Illinois, 60452

85-241273



85241273

The instrument mentioned in the public records has been identified herewith under identification No. 208082

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

Notary Seal

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Notary Public

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company, for the uses and purposes therein set forth.

STATE OF ILLINOIS } COUNTY OF COOK } 55

85241258

THIS TRUST DEED IS EXECUTED BY THE UNDERSIGNED... IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

BREMEN BANK AND TRUST COMPANY

1. The Trustee of the note hereby secured hereby authorized... 2. The Trustee of the note hereby secured hereby authorized... 3. The Trustee of the note hereby secured hereby authorized... 4. When the undersigned hereby secured shall become due... 5. The proceeds of any foreclosure sale of the premises... 6. Upon, or at any time after the filing of a bill to foreclose... 7. Trustee of the note shall have the right to inspect the premises... 8. Trustee has no duty to examine the title, location, existence... 9. Trustee shall release this trust deed and the lien thereon... 10. Trustee may retain by instrument in writing filed in the office... 11. Before releasing this trust deed, Trustee of successor shall receive... 12. The provisions of the "Trust and Trustee Act" of the State of Illinois...

708087

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made September 26, 1985, between Bremen Bank and Trust Company Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated September 16, 1985 and known as trust number 85-2596. herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of ONE HUNDRED THOUSAND AND 00/100-----(\$100,000.00) Dollars,

made payable to THE ORDER of Charles L. Floramo and Diane R. Floramo and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on September 26, 1986 with interest from September 26, 1985 for a one year period at the interest rate equal to the prime rate quoted by the Continental Illinois National Bank on July 1, 1985 plus one point. Said interest to be due and payable with the principal amount on September 26, 1986. The note may be prepaid with interest computed to such date only after January 1, 1986. All of said principal and interest bearing interest after maturity at the rate of 18% per annum, then at the office of Charles L. Floramo at 15020 South Cicero Avenue, Oak Forest, Illinois, 60452.

NOW, THEREFORE, First Party, 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 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 successors and assigns, the following described Real Estate situated, lying and being in the Village of Oak Forest COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2, except the East 17 feet thereof, in Block 39 in A.T. McIntosh's Addition to Midlothian Farms, being a Subdivision of the Southwest 1/4 of the Southeast 1/4, and the East 1/2 of Section 9, the West 1/2 of the Southwest 1/4 and the West 33/80ths of the East 1/2 of said Southwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

12.00 MAIL

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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 First Party, its successors or assigns may or entitled thereto which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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 aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may incur to contest; (i) keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured 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, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause 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 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 any payment or perform any act herebefore set forth 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 or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken shall be a much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. 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.

2-89-444-60-88  
S 1076 583 97017 244

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85-241273

MAIL TO: THIS INSTRUMENT WAS PREPARED BY  
THEODORE J. CACHER  
9961 W 151 ST  
Orland Park Ill 60462  
PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
15020 South Cicero Avenue  
Oak Forest, Illinois, 60452

UNOFFICIAL COPY

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State of Illinois, }  
COUNTY OF COOK ss

Martha A. Kimzey

A NOTARY PUBLIC, in and for said County, in the State aforesaid, DO

HEREBY CERTIFY that Anne Klein, Assistant

Trust Officer of the BREMEN BANK AND TRUST

COMPANY, and Albert A. Stroka

Assistant Secretary of said Corporation, personally known

to me to be the same persons whose names are subscribed to the foregoing

instrument as such Trust Officer and

Assistant Secretary 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

Corporation, for the uses and purposes therein set forth; and the said

Assistant Secretary did also then and there acknowledge

that he, as custodian of the corporate seal of said Corporation, did affix the

said corporate seal of said Corporation to said instrument as his own free

and voluntary act, and as the free and voluntary act of said Corporation, for

the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day

of October 19 23

Notary Public

*Martha A. Kimzey*  
*Notary Public*

85241273