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**AMORTIZATION FORM
TRUST DEED**

THE ABOVE SPACE FOR SIGNATURES USE ONLY

THIS INDENTURE, made July 1, 19 , between The Metropolitan National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly executed and delivered to said bank in pursuance of a Trust Agreement dated October 30, 1985 and known in trust number 27263 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 an installment note bearing even date herewith in the Principal Sum of Sixty-Eight Thousand (\$68,000.00) Dollars.

Trade payable to BEARER

which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest monthly.

on the balance of principal remaining from time to time unpaid at the rate of $\frac{1}{12}$ per cent per annum in instalments as follows: One hundred seventy five and $\frac{1}{12}$ /-

Dollars on the day of

1985 and One Hundred Seventy Nine and 14/100.

Dollars on the day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be the 31 the day of . All such payments on account of the indebtedness 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Ellington, to the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Bert Jenkins, Inc., 2552 W. Main Street, St. Louis, Mo., to said City,

Now, THEREFORE, First Party to secure the payment of the said principal sum of money and all interest in amounts with the trustee, provided and deducted of this instrument, and plus in consideration of the sum of One Dollar in plain English, the receipt whereof by delivery or otherwise, shall be given to trustee, trustee, receiver, claim and convey to the trustee his executors and assigns the following described Real Estate situated, lying and being in the COUNTY OF **ILLINOIS**, in the STATE OF **ILLINOIS**.

The Board of Directors of the New York Central and Hudson River Railroad, at a meeting held at Albany, N.Y., on the 23rd day of January, 1872, in the Room No. 2, in the City Hall, voted to accept the resignation of the President, and to elect Mr. J. A. T. Morris, of the Third Division, as President of the Company.

In addition to the sum so paid, the reasurer shall deposit the sum of 1/12th part of the sum paid by him, on the 20th day of August 1905 and on the 20th day of each and every month thereafter, shall paid in full.

16-10400-028 All
Property is ^{1/17/64} ~~Aug. 1st~~

To HAVE AND TO HOLD the premises unto
the said Person.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

5. Until the Indebtedness otherwise shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, in good condition and replace without cost to Trustee or to holder of the note, any part of the premises which may become damaged or be destroyed; (2) keep and maintain, (3) pay when due, all indebtedness which may be created 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 the satisfaction of the holder of the note; (4) complete within a reasonable time any building or improvement on the premises or at any time in process of erection, upon said premises; (5) comply with all requirements of law or municipality ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges under the premises when due, and upon written request, to furnish to Trustee or to the holders of the note, copies of bills rendered therefor; (8) pay in full amounts due or hereafter accrued on said premises insured against loss or damage by fire, lightning, wind, explosion, water, pollution, providing for payment by the insurance company of monies sufficient either to pay the rest of replacing or repairing the same or to pay in full the Indebtedness so far as the same may be increased by reason of such loss or damage, to Trustee for the benefit of the holders of the note, have right to be evidenced by the standard mortgage clause to be attached to such policy; and to deliver to policy, including all premium paid thereon, to holders of the note, and in case of insurance valid to expire, to deliver renewal policies, including all premium not less than ten days prior to the expiration date of respective; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinabove and forthwith give and receive documents, acts and bills, make and/or partial assignments of principal or interest or prior encumbrances, if any, and provide other documents, acts and bills, make and/or partial assignment of principal or interest or prior encumbrances, if any, and release the same to the holders of the note or to the estate thereof, or release from any tax sale of forfeiting action, or hold possession of or retain any tax or other prior lien on the estate thereof, or release from any tax sale of forfeiting action, or hold possession of or retain any tax or other prior lien on the estate thereof. All amounts paid for any of the expenses herein authorized and all expenses paid or incurred in maintaining the premises, including attorneys' fees and all other amounts advanced by Trustee or the holders of the note to protect the mortgagee interests and the note insured, plus reasonable compensation to Trustee for costs incident to collecting debts, bonds authorized may be taken, shall be as much additional indebtedness measured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent.

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八、植物影响：

CITY :

at RECORDER'S OFFICE BOX NO.

For information only - insert street address w/ above described property.

UNOFFICIAL COPY

~~The signatures of the trustees or debtors of this note shall never be considered as a waiver of any right relating to them on account of any of the provisions of this paragraph.~~

I, 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 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 either thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness accrued by this credit shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any 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 specifically set forth in paragraph one hereof and such default shall continue for three days, valid option to be exercised at any time after the expiration of said three day period.

4. Who the individual(s) hereby secured shall become, due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the same in its sole discretion. In its sole discretion the ten percent there shall be imposed and incurred as additional indebtedness in the course of all proceedings, costs and expenses of, for, or in behalf of or incurred by it on behalf of Trustees or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to losses to be expended after entry of the decree of proceeding of all such abstracts of title, title searches and examinations, insurance policies, Torrens certificates and similar documents. The amount will be with respect to a title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence the bidding at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All amounts so expended shall be deemed to be such additional indebtedness secured hereby and immediately due and payable to the Trustee or holder of the note in the amount of the sum so expended, plus interest thereon from the date of the decree of proceeding until paid in full. Interest shall be charged on the unpaid balance of such additional indebtedness at the rate of seven per cent per annum. Interest shall be paid monthly in advance, unless otherwise provided, in which event there shall be a party, either as plaintiff, defendant, claimant or defendant, to proceedings for the recovery of any sum due for the foreclosure, hereof after acceleration of such rights as foreclosed, whether he be not actually summoned; or (e) preparations for the commencement of any suit for the foreclosure, hereof after acceleration of such rights as foreclosed, whether he be not actually summoned; or (f) preparations for the release of any threatened suit or proceeding which

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 specified in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any encumbrance to First Party, its heirs, representatives or assigns, as these may appear.

3. Upon, or at any time after the filing of a bill to foreclose this trust deed, the power in which such bill is filed may appoint a receiver of said premises. Such appointment may be made within, before or after sale, 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 for the payment of the indebtedness secured hereby, 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 deficiency, during the full statutory period of redemption, whether there be remaining of the debt not well paid during any further time when First Party, its successors or assigns, except for the dispositions 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: (1) The indebtedness named in this, 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 hereof in the same, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

any party to transactions with the premises at all responsible losses and advent losses shall be permitted for

5. Trustee has no power to exercise the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record title, trust deed or to exercise any power it may have under any lease or other agreement heretunder, 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 to it before exercising any power herein given.

b. Trustee shall release the note 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 hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a trustee is requested of a successor trustee, such successor trustee may accept as the original note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee, successor or which contains the substance of the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying him 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 and is signed by the note and which purports to be executed on behalf of First Party.

19. This instrument may be recorded or acknowledged in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or acknowledged, in case of the resignation, death, or refusal to act of Trustee, then Recorder or Registrar of Deeds of the county in which the premises are situated shall be successor to Trustee. Any Successor to Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to receive like compensation for all acts performed hereunder.

27. This is a purchase money mortgage.

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Anything herein contained to the contrary notwithstanding, it is understood and agreed that the Commerzbank National Bank of Chicago, individually, shall have no obligation to give to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or proceeding taken in violation of any of the covenants herein contained. It being understood and that the payment of the monies secured hereby and the performance of all the covenants herein contained shall be enforced only out of the property herein described and the rents, issues, and profits therefrom.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

By

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STATE OF ILLINOIS
COUNTY OF COOK

1. Harriet Penisewicz.

Corinne Bek
President, Vice President, of THE METROPOLITAN NATIONAL BANK OF CHICAGO, and

Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Trust Officer-Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their own free and voluntary act and at the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Cashier, herein and there acknowledged that he/she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument at his/her own free and voluntary act and at the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth.

✓ we under my hand and material ready 9th day of October A.D. 1885

9th

—A. P. 12 —

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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 IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Installment Note mentioned in the within Statement has been identified herewith under Identification No. _____