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THIS INDENTURE, Made OCTOBER 21, 1985 between La Salle National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded in the public records of the State of Illinois in pursuance of Trust Agreement dated OCTOBER 7, 1985 and known as trust number 110355 herein referred to as "First Party," and CULCAG TITLE AND TRUST COMPANY

UNOFFICIAL COPY

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 TWO HUNDRED THOUSAND AND 00/100 made payable to THE FIRST NATIONAL BANK OF LINCOLNWOOD, A NATIONAL BANKING ASSN and delivered, in and by which said 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 and interest on the balance of principal remaining from time to time unpaid at the rate of SEE BIDEB ATTACHED HERETO AND MADE A PART HEREOF

as follows: ----- DOLLARS on the ----- day of ----- 19----- and ----- DOLLARS on the ----- day of each ----- thereafter until said note is fully paid; provided that the final payment of principal and interest, if not sooner paid, shall be due on the ----- day of ----- 19-----.

All such payments on account of the indebtedness evidenced by said note to be first applied in payment on the unpaid principal balance and the remainder to principal, provided that the principal of each installment upon said note shall bear interest at the highest annual rate per annum, a full of said principal and interest being made payable to the bank or banks named in said note.

NOW, THEREFORE, First Party to secure the payment of 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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the VILLAGE OF WILMETTE

AND STATE OF ILLINOIS, to wit: COOK COUNTY OF ----- Lot 14 (except the West 25 feet) and all of Lot 15 in Block 5 in Dingee's Addition to Wilmette reservation in Township 42 North, Range 13, East of the Third Principal Meridian; in Cook County, Illinois.

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*RIDER ATTACHED TO TRUST DEED DATED OCTOBER 21, 1985 BY AND BETWEEN LA SALLE NATIONAL BANK TRUST NO. 110355 AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

The principal sum and interest to be payable in installments as follows: \$ 1,692.14 or more on the 1st day of DECEMBER, 19 85 and \$ 1,692.14 or more on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of NOVEMBER, 19 90.

Interest on said note shall accrue at a rate per annum equal to the interest rate index in effect each day, which rate shall change when and as the interest rate index changes. All instalment payments received on said note shall be applied first to the payment of interest accrued to the date the instalment is paid, and any amount remaining from an instalment after application to interest shall be applied in reduction of unpaid principal. Interest on said note shall increase to a rate per annum equal to the sum of the interest rate index in effect each day plus 5%, which rate shall change when and as the interest rate index changes after the due date of the final instalment or upon default until all liabilities are paid. Interest on said note will be computed based upon a 365-day year for the actual number of days elapsed. The interest rate index is the moving average each month of the highest "Prime Rate" as published in the Money Rates section of The Wall Street Journal each business day. The Prime Rate in effect on non-business days shall be the highest Prime Rate published in The Wall Street Journal on the immediately preceding business day. Any interest rate index change shall be effective as of the first day of the second month immediately following a change in the interest rate index for any month. If the index is no longer available, the bank will choose a new index in its sole discretion and will send notification of this choice. The instalment payments due under said note shall be changed as of the first day of the month following the effective date of any change in the interest rate index to a monthly payment amount sufficient to repay the loan based on a 29-year amortization from the original date of said note at the new interest rate. Bank shall give notice at least 25 days prior to the effective date of any change in the instalment payment pursuant to a change in the interest rate index as hereinabove set forth.

That in addition to the payments called for herein, Mortgagors shall deposit monthly with the holder of the Collateral Instalment Note a sum equal to 1/12 of the annual Real Estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the Mortgagors hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes and it shall remain the obligation of the mortgagors to secure such funds from the reserve to pay such taxes when due or in lieu thereof, Obligors shall establish an interest bearing pledged savings account in accordance with the provisions of Illinois Revised Statutes, Chapter 17, Paragraph 4906.

TRANSFER OF THE PROPERTY; DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party, its successors or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

95 261 283

Box _____

TRUST DEED

LaSalle National Bank

Trustee
TO

Trustee

NAME: THE FIRST NATIONAL BANK OF
LINCOLNWOOD, 6401 NORTH LINCOLN AVE.
LINCOLNWOOD, IL 60645
ATTN: CHARLES A. GREENSTEIN, V.P.
(J. MORGAN)

BOX 333 - JH

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

135 South La Salle Street
CHICAGO, ILLINOIS 60690

FORM 8045 AP (5-7-74)

882 192 58

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.

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN
6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

Trustee

The instrument here mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Charles A. Greenstein
NOTARY PUBLIC

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19____
I, _____ Assistant Vice President of the LA SALLE NATIONAL BANK, and
WILLIAM H. DILLON Assistant Secretary

James A. Clark
Assistant Vice President of the LA SALLE NATIONAL BANK, and

STATE OF ILLINOIS)
COUNTY OF COOK)
I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

BY _____ ASSISTANT VICE PRESIDENT
ATTEST _____ ASSISTANT SECRETARY

LA SALLE NATIONAL BANK AS TRUSTEE AS AFORESAID AND NOT PERSONALLY, and its corporate seal to be hereunto affixed and signed by its Assistant Vice President, IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, 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 signed by its Assistant Secretary, the day and year first above written.

7. 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. 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 execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, 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.

8. 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 a release hereof to and at the request of any person who shall execute or enter manually thereon, produce and exhibit to Trustee the most recent tax returns for the premises hereon secured, which returns shall be true and correct as far as they relate to the premises hereon secured, and which shall be true and correct as far as they relate to the premises hereon secured, and which shall be true and correct as far as they relate to the premises hereon secured, and which shall be true and correct as far as they relate to the premises hereon secured.

9. Trustee may release by instrument in writing filed in the office of the Recorder of Deeds 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.

10. Trustee may release by instrument in writing filed in the office of the Recorder of Deeds 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.

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**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

1. Until the indebtedness advanced shall be fully paid, and in case of the failure of that party, its successors and assigns, to promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may be damaged or destroyed... (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may be damaged or destroyed...

85 261 283

COOK COUNTY, ILLINOIS

County Clerk's Office

UNOFFICIAL COPY

- 7. Trustee of 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.
- 8. 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, nor be liable for any acts or omissions hereunder, 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.
- 9. Trustee shall release this Trust Deed and the lien thereof 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 a release 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 release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder of which conforms in substance with 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 same as the note described herein, it may accept as the 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 on behalf of First Party.
- 10. 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds 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.

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, 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.

LA SALLE NATIONAL BANK As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE PRESIDENT

ATTEST [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, James A. Clark, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

James A. Clark Assistant Vice President of the LA SALLE NATIONAL BANK, and

William H. Dillay Assistant Secretary

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 Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 23 day of OCTOBER A.D. 19 85.

[Signature]
NOTARY PUBLIC

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____ Trustee

<p>IMPORTANT</p> <p>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.</p>	<p>Prepared By THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN 6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS</p>
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PROPERTY ADDRESS: 706 FOREST AVENUE, WILMETTE, ILLINOIS
PERM. R.E. TAX NO. 05-27-417-013 and 05-27-417-012

Box _____
TRUST DEED

LaSalle National Bank
as Trustee
TO
Trustee

MAIL TO: THE FIRST NATIONAL BANK OF
LINCOLNWOOD, 6401 NORTH LINCOLN AVE.
LINCOLNWOOD, IL 60645
ATTN: CHARLES A. GREENSTEIN, V.P.
(J. MORGAN)

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LaSalle National Bank
135 South La Salle Street
CHICAGO, ILLINOIS 60690

FORM 8045 AP (6-74)

85 261 283