

# UNOFFICIAL COPY

86-509-452

This Indenture, Made October 24, 1986, between Beverly Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated September 18, 1986 and known as trust number 8-8206 herein referred to as "First Party," and BEVERLY BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth:

14<sup>00</sup>

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF TWO HUNDRED THOUSAND AND NO/100ths (\$200,000.00)-----DOLLARS,

made payable to BEARER 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 ~~xx~~ ON DEMAND installments as follows:-----DOLLARS,

on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, and \_\_\_\_\_ DOLLARS on the \_\_\_\_\_ day of each \_\_\_\_\_ thereafter, to and including the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, with interest payable monthly on the principal balance from time to time unpaid at the rate of prime +1 \* per cent per annum payable monthly prime + 4\*\* ; each of said installments of principal bearing interest after maturity 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 BEVERLY BANK 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 BEVERLY BANK in said City,

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 situate, lying and being in the \_\_\_\_\_ COUNTY OF \_\_\_\_\_ AND STATE OF ILLINOIS, to-wit:

LOTS 4, 5, 6, AND 7 IN BLOCK 27 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NUMBER 3, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE NORTH EAST 2/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 14, 1936 AS DOCUMENT NUMBER 11811774, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers: 23-25-221-004-0000 - 4  
23-25-221-005-0000 - 5  
23-25-221-006-0000 - 6  
23-25-221-007-0000 - 7  
92124 & 12134 S. HARKIN

\*Prime +1 is the prime rate of interest in effect from time to time at Beverly Bank plus one per cent per annum.  
\*\*Prime +4 is the prime rate of interest in effect from time to time at Beverly Bank plus four per cent per annum.

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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door 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

810-719  
0-818-82-02

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TRUST DEED

Box

Beverly Bank

as Trustee  
To

Trustee

Property Address:

TRUST DIVISION

Beverly Bank

137 WEST 103RD STREET  
CHICAGO, ILLINOIS 60653  
PHONE 881-2200

TRUST DIVISION  
137 WEST 103RD STREET  
CHICAGO, ILLINOIS 60653  
PHONE 881-2200

The installment Note mentioned in the  
within Trust Deed has been identified here-  
with under identification No.....

Trustee.

**IMPORTANT**  
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.

MAIL TO:

COAKLEY & SMITH CHARTERED  
ATTORNEYS AT LAW  
9400 SOUTH CICERO AVENUE  
SUITE 304  
OAK LAWN, ILLINOIS 60453

BOX 533 - TH

1985 OCT 30 PM 11:47  
86509452

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Notary Public.

*Debra J. ...*

day of October, A.D. 19 86.

GIVEN under my hand and notarial seal, this 24th

Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.  
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 Trust  
Officer-Assistant 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 instru-  
ment as her own free and voluntary act and as the free and voluntary act of said  
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 Vice-President, and Assis-  
tant Trust Officer-Assistant Cashier, 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 Trust  
Officer-Assistant 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 instru-  
ment 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.

Assistant Trust Officer-Assistant  
Trust Officer, that Patricia Ralphson  
; Vice-President of Beverly Bank, and Dorothy M. Fleischmann  
I, The Undersigned,  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY, that Patricia Ralphson  
; Vice-President of Beverly Bank, and Dorothy M. Fleischmann

STATE OF ILLINOIS  
COUNTY OF COOK

256 605 98 452

# UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances 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 ordinance; (7) 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; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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, 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 hereinafter 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, or promise 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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. 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 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed 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, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 hereof; 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application

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ATTEST  
Assistant Trust Officer—Assistant Cashier  
Trust Officer

By *J. Dennis Keenan*  
As Trustee as aforesaid and not personally,  
BEVERLY BANK

IN WITNESS WHEREOF, Beverly Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer—Assistant Cashier, the day and year first above written.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Beverly Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants contained herein contained, it being understood that the payment of the money secured hereby mortgaged and the rents, issues, and profits thereof.

86 506 452

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Beverly Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Beverly Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holder of said principal or interest notes hereof, and by all persons acting by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

11. This Trust Deed is subject to the terms and conditions of the attached Rider "A" which is incorporated herein.

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.

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 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 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 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 on behalf of First Party.

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 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.

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.

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 secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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RIDER "A" TO A TRUST DEED  
DATED OCTOBER 24, 1986

1. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on its behalf and on behalf of each and every person, except decree or judgment creditors of the First Party acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

2. If all or any part of the premises or any interest in it is sold or transferred (or if the beneficial interest of Beverly Bank Trust #8-8206 is sold or assigned) without the written consent of the holder of the Note secured by this Trust Deed then the trustee or the holder of the Note may, at its option, declare all sums secured by this Trust Deed immediately due and payable.

BEVERLY BANK as Trustee under a Trust Agreement dated September 18, 1986, and known as Trust #8-8206,

By: *Ralph*  
Its Trust Officer

ATTEST: *[Signature]*  
Its Asst. Trust Officer

This document is made by Beverly Bank as Trustee and accepted upon the express understanding that the liability of the same is not guaranteed by Beverly Bank. Beverly Bank is not a party to this document and its liability is assumed by the Trustee. Beverly Bank is not a party to this document because it is not a party to the Trust Deed and its liability is expressly waived. Beverly Bank is not a party to this document because its liability is expressly waived, but that liability is not expressly waived upon or in consequence of any of the covenants of this document, either expressed, or implied.

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