

86600719
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THIS INDENTURE, made this 25th day of November, A. D. 1986, between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, 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 the 21st day of February, 1969, and known as Trust Number 1143, herein referred to as "First Party," and

The First National Bank in Dolton, a National Banking Association

herein referred to as Trustee, witnesseth:

13.00

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF - - - - -
- - - Two Hundred Eighty Thousand and no/100's - - - - -

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 and interest

on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments as follows: Twenty Five Hundred Forty Four and 36/100's * * * * * DOLLARS

on the 15th day of January 1987 and Twenty Five Hundred Forty Four and 36/100's Dollars on the 15th day of each month thereafter with the unpaid balance of Two Hundred Thirty Nine Thousand Three Hundred Fourteen and 69/100's Dollars due on the 15th day of December 1996.

In addition to the above payments 1/12th of the annual Real Estate Tax shall be deposited with the holder of this note each month.

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 prin-

cipal and interest being made payable at such banking house or trust company in Dolton 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 The First National Bank in Dolton 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 Village of Burnham

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
Lots 13 and 15 in Block 9, Lots 18, 19, 20, 21, 22, 23 and 24 in Block 10, Lots 1,2,3 and 4 in Block 13, Lots 1,2,3,4,5,6,7,8,9 and 10 in Block 14, Lots 18 and 19 in Block 15 all in G. Frank Croissant's Riverside Drive Addition, a subdivision of that part of the East 1/2 of Section 1, Township 36 North, Range 14 East of the Third Principal Meridian, lying Northerly of the Michigan Central Railroad right of way and Southerly of the Calumet River according to the Plat thereof recorded December 3, 1924 as Document 8692933, in Cook County, Illinois AND Lot 'C' in Frank Croissant's Riverside Drive Addition, a Subdivision of that part of the East 1/2 of Section 1, Township 36 North, Range 13 East of the Third Principal Meridian, lying Northerly of the Michigan Central Railroad right of way and South of the Calumet River, in the Village of Burnham, in Cook County, Illinois.

In the event the property described herein is sold by the maker hereof, then note described herein shall be due and payable in full instanter. Provided however that the holder of or owner of note may consent to release of this provision for acceleration. 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, 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.

14002 Croissant Drive

708243-D3

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Box _____

TRUST DEED

SOUTH HOLLAND TRUST &
SAVINGS BANK, as Trustee

TO

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

Trustee.

P.I.N.s:

29012070030000
29012090010000
29012090020000
29012090030000
29012090040000
29012090050000
29012090060000
29012090070000
29012090080000
29012100010000
29012100020000
29012100030000
29012100040000
29012100050000
29012100060000
29012100070000
29012100080000
29012100090000
29012110010000
29012110020000
29012110030000
29012110040000
29012110050000
29012110060000
29012110070000
29012110080000
29012110090000

PREPARED BY

RETURN TO:
FIRST NATL BANK IN DOLTON
PO BOX 551
DOLTON, IL 60419

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.

OFFICIAL SEAL
KRISTINE WEIDENAR
Notary Public, State of Illinois
My Commission Expires 7/29/89

Kristine Weidenar
Notary Public

Given under my hand and notarial seal this 4th day of December A. D. 19 86

I, Kristine Weidenar, a notary public in and for said County, in the State aforesaid, do hereby certify that Jack Dalenberg, Vice President of South Holland Trust & Savings Bank, a corporation, and John Brunelle, Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 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.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1986 DEC 16 AM 11:24

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

29-01-21-006
29-01-205 018
206-001
29-01-209 009
29-01-209 010
29-01-209-004 006
29-01-211-003

61200998

FORM 3001 BANKFORM, INC.

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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 hereinbefore 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 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 for

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Asst. Secretary

Vice President

SOUTH HOLLAND TRUST & SAVINGS BANK,
As Trustee As Aforeaid and Not Personally

IN WITNESS WHEREOF, South Holland Trust & Savings Bank, not personally but as Trustee as afore-
said, has caused these presents to be signed by its Vice President, and its corporate seal to be
herunto affixed and attested by its Asst. Secretary, the day and year first above written.

THIS TRUST DEED is executed by the South Holland Trust & Savings Bank, not personally but as
Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it possesses full power and
authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in
said note contained shall be construed as creating any liability on the said First Party or on said South
Holland Trust & Savings Bank personally to pay the 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 South Holland Trust
& Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of
any indebtedness accruing 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.

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of COOK COUNTY

all acts performed hereunder.
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 author-
ity as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation therefor.
10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of Cook County
the description herein contained of the note and which purports to be executed on behalf of First Party
as the genuine note herein described, any note which may be presented and which conforms in substance
never executed a certificate on any instrument identifying same as the note described herein,
executed on behalf of First Party; and where the release is requested of the original trustee and the
note which bears a certificate of identification purporting to be executed by a prior trustee and which
requested of a successor trustee, such successor trustee may accept as the genuine note herein described and
secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is
after maturity in full, produce and exhibit to Trustee the note representing that all indebtedness hereby
may execute and deliver a release hereof to and at the request of any person who shall, either before or
of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation
satisfactory to it before exercising any power herein given.
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

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.
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