

CITY

STREET

NAME

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.

Hillside, IL 60162
1815 S. WOLF RD.
ZAVISTAK & MANN

PREPARED BY: JOHN L. ZAVISTAK
Permanent Tax ID No: 13-20-330-028

COOK COUNTY RECORDER

RECORDING # 1537 # C * 86-62194
141111 TRAN 2111 12/29/86 11:55:30

LOT 86 IN CHARLES BOOTH'S BELMONT AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND SOUTH 1/2 ACRES OF NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

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 City of Chicago
appointment, then at the office of John L. Zavistak, 1815 S. Wolf Rd., Hillside, IL 60162

when due shall bear interest at the then in effect rate permitted by law, and all of said principal and interest being made payable at interest on the unpaid principal balance and the remainder, to principal, provided that the principal of each installment unless paid All such payments on account of the indebtedness evidenced by said note to be first applied to final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October 19 89 thereafter until said note is fully paid except that the day of each month Dollars on the 1st day of November ONE THOUSAND FOUR HUNDRED EIGHTY SIX AND 36/100 (\$1,486.36) Dollars on the 1st day of November ONE THOUSAND FOUR HUNDRED EIGHTY SIX AND 36/100 (\$1,486.36) 19 86 and

the balance of principal remaining from time to time unpaid at the rate of Eleven (11) per cent per annum in installments as follows: 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 from October 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of Eleven (11) per cent per annum in installments as made payable to BEARER

SEVENTY EIGHT THOUSAND SIX HUNDRED TWENTY FOUR AND 09/100 (\$78,624.09) Dollars Sum of THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal herein referred to as TRUSTEE, witnesseth:

Rd., Hillside, IL 60162 and known as Trust Number 100% , herein referred to as "First Party," and John L. Zavistak, 1815 S. Wolf Rd., Hillside, IL 60162 and delivered to said Bank in pursuance of a Trust Agreement dated January 28, 1953 Illinois, a State Banking Corporation, not personally but as Trustee under the provisions of a Decd or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated January 28, 1953 THIS INDENTURE, Made October 1, 19 89 between First Trust and Savings Bank of Chicago, Illinois

THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED

86621941

1 1 1 1 4

UNOFFICIAL COPY

ILLINOIS TRUST AND SAVINGS BANK

1. And 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, reconstruct, rebuild or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition, (3) repair, without waste, and free from all charges or other liens or claims for lien not expressly subordinated to the lien hereof, (4) 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 liens, (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, and by 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 for the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance 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 hereunder set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien in title or claim thereof, or redeem from any tax sale or foreclosure 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 attorney's 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 then highest rate permitted by law. Fraction 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 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 installment 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. It may, but need not, 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 attorney's fees, trustee's fees, appraiser's fees, outlays for documentary and execution evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring such abstracts as 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 neither 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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) the 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) the 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, forthwith, any surplus 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 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention 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 secured hereby, 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 or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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.

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 the same, 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds 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.

11. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgage shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in said note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance. Assignment of the beneficial interest in the First Party, trust to the present holder or holders of the beneficial interest thereof shall be considered a conveyance in the purpose of this paragraph.

THIS TRUST DEED is executed by the AVENUE BANK AND TRUST COMPANY OF OAK PARK, 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 AVENUE BANK AND TRUST COMPANY OF OAK PARK 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 any note contained shall be construed as creating any liability on the part of First Party or on said AVENUE BANK AND TRUST COMPANY OF OAK PARK, personally or by, the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied here 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 also for as the First Party and its successors and said AVENUE BANK AND TRUST COMPANY OF OAK PARK, personally are concerned, the legal holder or holder 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.

IN WITNESS WHEREOF, AVENUE BANK AND TRUST COMPANY OF OAK PARK, 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 and attested by its Cashier, the day and year first above written.

Harris Trust and Savings Bank, As Trustee as aforesaid and not personally.

By [Signature] Vice President

Attest [Signature] Assistant Sec.

STATE OF ILLINOIS
COUNTY OF SS.

I, [Signature] a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that [Signature] Vice-President of the AVENUE BANK AND TRUST COMPANY OF OAK PARK, and [Signature]

Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice-President, and 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 said Cashier, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Cashier's 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 day of , 19

Notary Public

Harris Trust and Savings Bank

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.

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

Trustee

8562941

UNOFFICIAL COPY

JILL WACHTOR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
HERMAN A. KOLE

Vice President of the Harris Trust and Savings Bank and _____
KENNETH E. PIEKUT

Assistant Secretary
of said Bank, who are personally known to me to be (no same persons whose names are subscribed to the fore-
going instrument as such 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 Bank, as Trustee (s) aforesaid, for the uses and purposes therein set
forth; and the 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 DEC A.D. 19 86

Jill Wachtor
Notary Public

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