INOFFICIAM®

TRUST DEED

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7 (75) FIRST

THE ABOVE SPACE FOR RECORDER'S USE ONLY

19-86 ,between Chicago Title and Trust Company, an Illinois THIS INDENTURE, Made January 6, corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated January 3, 1986, and known as T Number 1087317, herein referred to as "First Party," and Chicago Title and Trust Company, and known as Trust

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

SEVEN HUNDRED THOUSAND (\$700,000.00) Dollars.

made payable to THE ORDER OF MEXEER HICKORY PROPERTIES, INC., a Delaware Corporation, 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 on the balance of principal remaining from time to time unpaid at the rate the date hereof филмахумахиамимимахиамимих коминийх финмуний инитехникийнийх full percentage

point above the prime interest rate announced and/or in effect

XX and every month at the First National

Bank of Chicago, said interest only to be due and payable hereunder

KMKHXXXXXXXXXXXIII on he First day of each month, XXXXXXXXXXXXIII said note is fully paid except that the final payment of principal ar interest, if not sooner paid, shall be due on the 30th day of June, 1987. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal writing appoint, and in absence of such appointment, then at the Office of the legal holder of said Note.

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 r so in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remove release, alien and convey unto the Trustee, its successors and assigns, the following described Real Fistate situate, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS to wit:

LOTS 1, 2 AND 3 IN 95TH AND ROSERTS ROAD RESUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION BY CODY AND OTHERS IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(23-12-100-045-0000 (6071) 23-12-100-045-0000 (LOT 2)

23-12-100-047-0000) (1573)

which, with the property hereinafter described, as referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belt nging, 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 (vaich are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter, herein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ver witton, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awning, stoy is 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 one of a said-red 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 purpose, and upon the uses and trusts 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 for a signs fo

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 of a) promptly repair, restore cerebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) pay where 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use therof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; thi pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance 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 t

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MR. C. G. DRUGAS

One N. La Salle Street, Suite 1616

Chicago, Illinois 60602

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

S.E. Corner-95th Street &

Roberts Road, Hickory Hills,

Illinois

TO POLICE OF THE PROPERTY OF A SECOND WASHINGTON TO A SECOND OF A

Flores \$13 Trust Geed - CT&T Land Trust Mortgagor - Secures One Installment Note with Interest Included in Payment. P. 11/15

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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 enoundmentes, ill 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 lich 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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.

thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, naction 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 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 any bill, statement or estimate or into the validity of any tax, assessments, sale, forfeiture, tax lie or tille or chain thereof.

3. At the option of the holders of 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 saliure 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 (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, title policies. Torrens certificates, and similar evidence to bilders

appear.

6. Upon, or at any time after the fine 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 of the before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the 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 some 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 rente 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 interval and 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: (a) 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, (b) 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, or to inquire into the validity of the signatures or the indentity, capacity, or authority of the signatories on the note o. or set deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereor, nor be liable for any acts or omissions hereunder, except in case of its own gross regilgence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power

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 leaver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may execute and leaver a release hereof to and at the request of any person who shall, either 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 an identification number purpor to be executed by the persons herein described nerven or which conforms in substance with the described herein, contained of the note and which purpor to be executed by the persons herein described herein, it may accept as the genuine note herein described any note which may be presented and which or informs in substance with the described herein, it may accept as the genuine note herein described any note which may be presented and which or informs in substance with the described herein, it may accept as the genuine note herein described any note which may be presented and which or informs in substance with the described herein, it may accept as the genuine note herein described herein described herein, it may accept as the genuine note herein described any note which may be presented and which or informs in substance with the described herein, it may accept as the genuine note herein described herein, it may note the note and which purports to be executed by the persons herein designated as makers the office of the Recorder of Titles in which this instrument shall have herein described any note which premises are situated shall be successor in Trust. Any Successor

THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as a o esaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company, hereby variants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said of contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said tote or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein cun ainer; all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and the first Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holds for said note and the lowner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby converted for the payment served, by the care to ement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the prisonal liability of the gentlantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally by its assistant Screense, has caused in se oresents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and a second by its assistant Screense.

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Fig.	CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,
	A MAN RE XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
· · · · · · · · · · · · · · · · · · ·	By N WINDS ASSISTANT VICE-PRESIDENT
:	Afiest ASSISTANT SECRETARY
Corporate Seal	<u> </u>

BY

Corporate Sear		
STATE OF ILLINOIS,	} ss.	
COUNTY OF COOK	ξ 33.	

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the user and purposes therein set forth.

Given under my hand and Notarial Seal

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Notarial Sea

EMPORTANTI FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instalment Note mentioned in the within-Trust Deed has been identified herewith under Identification No. THE & TRUST COMPLET.

JAR USTEE

Notary Public