

1986 JAN 22

AM 11:27

86028189

THIS INDENTURE, Made January 14 19 86, between The Midwest Bank and Trust Company, a 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 12/6/85 and known as trust number 85-12-4877 herein referred to as "First Party," and Midwest Bank and Trust Company 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 Four Hundred Fifteen Thousand and no/100ths----- Dollars,

made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from closing date on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in installments as follows: Four Thousand Five Hundred Sixty Nine and 50/100ths-----

Dollars on the 5th day of May 19 86 and Four Thousand Five Hundred Sixty Nine and 50/100ths----- Dollars on the 5th day of each 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 5th day of April 19 91. 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 installment unless paid when due shall bear interest at the rate of 12 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Elmwood Park 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 Midwest Bank and Trust Company 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 COOK AND STATE OF ILLINOIS, to wit:

THIS RIDER IS ATTACHED TO AND FORMS PART OF CERTAIN TRUST DEED DATED 1/14/86, EXECUTED BY MIDWEST BANK AND TRUST COMPANY, TRUSTEE U/T/A 85-12-4877.

In the event of the commencement of Judicial proceedings to foreclose this mortgage Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of Mortgagor and each and every person it may legally bind acquiring any interest in or title to the premises after the date of the execution of the mortgage; and Mortgagor, for itself its successors and assigns, and for all it may legally bind, agrees that when sale is had under any decree of foreclosure of this mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the premises, showing the amount paid therefor, and if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

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 12 per cent

DELIVERY

NAME: Midwest Bank and Trust Company ADDRESS: 1606 North Harlem CITY: Elmwood Park, Illinois 60635

or RECORDER'S OFFICE BOX NO.

for information only insert street address of above described property.

6755 North Cicero Lincolnwood

12.00

BOX 333-CA

1M 120-51-01

86028189

86028189

per annum. Inaction of Trustee or holders of the note shall not constitute a waiver of any right accruing to them on account of any of the provisions of this paragraph.

1. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to these 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 claim thereon.

2. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything 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.

3. When the indebtedness secured by this trust deed shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, 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 costs of sale, appraisers' fees, appraisers' fees, outlays for documentary and expert evidence, photographers charges, publication costs and annotations, guarantees, salaries, Terrets, certificates to be expended after entry of the decree) of procuring all such abstracts of title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit and similar data and expenses 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 the validity of the decree which may be had pursuant to such decree the true condition of the title to or the value of the premises. All the 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, either as plaintiff, claimant or defendant.

(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) any proceedings for the commencement of any suit for the foreclosure hereof, or (c) any proceedings for the defense of any threatened suit or proceeding upon account of such right, to foreclose the lien hereon, whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceeding upon account of such right, to foreclose the lien hereon, whether or not actually commenced.

4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priorities: 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, on account of 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.

5. 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 of the debtor, 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. The receiver shall be charged with the duty of collecting the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of such deficiency, during the full statutory period of redemption, whether the redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, shall be entitled to control, management and operation of the premises during the whole which may be necessary by law in such cases. The receiver shall also be authorized 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 levied against the premises, and (2) the net income in his hands, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

6. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted at that purpose.

7. 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 hereunder, unless he is expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or willful misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before executing any power herein given.

8. Trustee shall release the trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid, and Trustee may execute and deliver a release hereon to and at the request of any person who shall either before or after maturity of the note produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept such representation. Trustee may accept any certificate of identification purporting to be executed by a prior trustee hereunder of which the genuine note herein described is a part, which bears a certificate of identification purporting to be executed on behalf of First Party, and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the original trustee, and it has never executed a certificate on any instrument identifying in substance with the description herein contained as the genuine note herein described, or 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.

9. 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 in full 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.

It is hereby agreed that in the event the maker sells, transfers, conveys, assigns or disposes of the property herein involved or suffers or permits the transfer of the title to said property by operation of law or creditor process, or further encumbers said property, without first securing the written consent of the holder, then and in any such event at the option of the holder, the entire principal balance of the note secured by this trust deed, shall become immediately due and payable together with all accrued interest.

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 are made and intended, not as personal covenants, undertakings and agreements of the Trustee, in person, and referred to in said Agreement, for the purpose of binding it personally, but the instrument is executed and delivered by The Midwest Bank and Trust Company, as Trustee, solely in the exercise of the power conferred upon it as such Trustee, and the personal liability or contractual responsibility is assumed by, and shall at any time be asserted or enforced against, The Midwest Bank and Trust Company, its agents or employees, on account hereof, or on account of any covenants, undertakings or agreements 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 part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the part or holder or holders of said principal or interest notes hereof, and by every person now or hereafter claiming any right or security hereunder. Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Midwest Bank and Trust Company, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be assured only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The Midwest Bank and Trust Company, 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 Cashier, the day and year first above written.

The Midwest Bank and Trust Company As Trustee as aforesaid and not personally,

By *Robert Figarella* EXECUTIVE VICE-PRESIDENT  
Attest *Margaret L. Cline* SECRETARY

STATE OF ILLINOIS } ss. I, *Janice Eppelheimer*  
COUNTY OF COOK } a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
*Robert Figarella*

Executive Vice-President of THE MIDWEST BANK AND TRUST COMPANY, and *Margaret L. Cline*

Assistant 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 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 Cashier then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/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.

Given under my hand and notarial seal, this *14th* day of *January*, A. D. 19 *86*  
*Janice Eppelheimer*  
Notary Public

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. *649* Midwest Bank and Trust Company *Angela...*



FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE TRUSTEE NAMED HEREIN SHOULD BE IDENTIFIED...

Midwest Bank and Trust Company... 649... Identification No.

The instrument mentioned in the within Trust Deed has been identified...

Given under my hand and notarial seal, this 14th day of January, 1986...

Executive Vice-President of the Midwest Bank and Trust Company and Margaret L. O'Connell... Robert Figarelli...

Dance Eppelheimer, Notary Public, in and for said County, in the State of Illinois, do hereby certify, that...

Attest: Margaret L. O'Connell, Executive Vice-President...

The Midwest Bank and Trust Company as Trustee as aforesaid and not personally...

IN WITNESS WHEREOF, the Midwest Bank and Trust Company, not personally, but by its duly authorized officers, has caused this instrument to be signed by its duly authorized officers...

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...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

and to the extent of the property hereinafter described, the Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property hereinafter described, on such terms and conditions as it may deem proper...

50798499