

710125 UNOFFICIAL COPY

(FORM NO. 1A)

This Indenture, made February 11, 1986, between Bank of Hickory Hills a corporation 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 February 10, 1986 and known as trust number 2873 herein referred to as "First Party," and Chicago Title and Trust Company

13⁰⁰

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 FIFTY FIVE THOUSAND AND NO/100 (\$55,000.00)----- DOLLARS,

made payable to ~~DANIEL~~ EXARHOS SPEROPoulos & ETHEL SPEROPoulos, his wife, 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 eleven (11%) per cent per annum in equal monthly Instalments

as follows: SIX HUNDRED TWENTY FIVE AND 13/100 (\$625.13)----- DOLLARS on the 1st day of April 1986 and SIX HUNDRED TWENTY FIVE & 13/100--DOLLARS on the 1st day of each and every 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 1st day of March

2001. 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 eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Palos Hills, 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 EXARHOS SPEROPoulos & ETHEL SPEROPoulos
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, release, convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Palos Hills COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1:

UNIT 11138-C IN WOODS EDGE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF OF LOT 'A' (EXCEPT THAT PART FALLING IN KEAN AVENUE) IN MC GRATH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 10-21-09 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23667055 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY AETNA STATE BANK AS TRUSTEE UNDER TRUST NUMBER 10-21-09 DATED MAY 6, 1976 AND RECORDED OCTOBER 8, 1976 AS DOCUMENT 23667054 AND AS CREATED BY DEED FROM AETNA BANK TRUST NUMBER 10-21-09 TO DANIEL A. HARRINGTON AND MARY LOU HARRINGTON, HIS WIFE, DATED NOVEMBER 15, 1976 AND RECORDED MARCH 8, 1978 AS DOCUMENT 24355236 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

X PERMANENT INDEX NO. 23-22-200-034-1039 *TP*

X ADDRESS OF PROPERTY: 1138 NORTHWEST ROAD UNIT C
PALOS HILLS, ILL. 60465

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

86093193

Box _____

TRUST DEED

BANK OF HICKORY HILLS

as Trustee
TO

The Instrument Note mentioned in the original
Trust Deed has been identified herewith under
Identification No. **710125**

Chicago Title and Trust
Company a trustee
by: Marie ^{Trustee} Culver

OFFICES - WJ L

Trustee

BANK OF HICKORY HILLS
7800 West Suburban
HICKORY HILLS, ILL.

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Trustee

JOHN C. STAMBUKIS
7800 N. ASSTN ST

SUITE 209

HICKORY HILLS, ILL.

Aug 323 60457

6693193

Notary Public

BB

day of February A.D. 1986

24th

GIVEN under my hand and notarial seal, this _____
of said Bank, did affix the corporate seal of said Bank to said instrument as
of said Bank, did affix the corporate seal of said Bank to said instrument as
aforesaid, for the uses and purposes herein set forth. 24th

John C. Culver
Tenhoor, Ass't. Trust Officer
of the Bank of Hickory Hills, and Cheryl R.
Bridgette M. Scanlan, Ass't. Trust Officer
Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
the undersigned

STATE OF ILLINOIS
COUNTY OF COOK

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which may be necessary or as usual in such cases for the protection, pol's sign, contro, 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 thereon 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.

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.

REC'D. CIRCUIT CLERK ILLINOIS

REG'D. CIRCUIT CLERK ILLINOIS

1986 MAR 10 AM 11:23

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SC 6133

THIS TRUST DEED is executed by the Bank of Hickory Hills 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 Bank of Hickory Hills 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 Bank of Hickory Hills 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 Bank of Hickory Hills 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.

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

BANK OF HICKORY HILLS under Tr. #2873

As Trustee as aforesaid and not personally, dtd. 2-10-86
By Brigitte W. Scanlan

Brigitte W. Scanlan, Asst. V.P. & Trust Ofc.

ATTEST Cheryl R. Tenhoor

Cheryl R. Tenhoor, Asst. Trust Ofc.

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3. The proceeds of any forcible seizure shall be distributed and applied in the following order of priority: First, any overplus to First Party, its legal representatives or assessees; as such rights may appear.

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, holders of the note or Trustee additionally indebtedness in the decree for sale all expenses and expenses which shall be allowed and included as damages, charges, publication costs and costs (which may be estimated as to items to be paid after entry of the decree) of holders of the note for attorney's fees, trustee's fees, appraiser's fees, outlays for documentation and expert evidence, additional indebtedness in the decree for sale all expenses and expenses which may be paid on behalf of Trustee pursuanting all such measures of title, title searches and examinations, guarantee policies, Torrens certificates, and similar documents with respect to any sale which may be had pursuant to the true condition of the note to be reasonably necessary to protect such suit or to evidence to bidders of the note may deem to be reasonable, and to proceede such suit or to sue upon the note to be reasonable, and to pay all expenses and expenses which may be had in connection therewith.

3. At the option of the holder(s) of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding any thing in the note to the contrary, become due and payable in the manner provided in the note.

2. The Trustee or the holders of the note hereby severally make any payment heretofore authorized relating to taxes or interest.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

wherein 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, under beds, curtains, stoves and water heaters. All of the foregoing are deemed to be a part of a solid 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 Plaintiff Party or its successors shall be considered as constituting part of the real estate.