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THIS INDENTURE, Made February 23, 1986, between ~~Western National Bank~~ of Cicero, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Association in pursuance of a Trust Agreement dated October 21 19 85, and known as Trust Number 9644 herein referred to as "First Party," and Illinois Marine Bank, N.A., Elmhurst 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 Three Hundred Thousand Ninety and no/100----- DOLLARS,

made payable to ~~Western~~ Illinois Marine Bank, N.A., Elmhurst 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 principal balance from time to time unpaid at the rate of 11.5 per cent per annum in installments as follows:

Four Thousand Three Hundred Sixty and 59/100

13.00

COOK COUNTY, ILLINOIS  
RECORDED  
1986 MAR 11 AM 10:38

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DOLLARS on the 4th day of April 19 86, and Four Thousand Three Hundred Sixty and 59/100----- DOLLARS on the 4th day of each month thereafter with a final payment of the balance due on the 4th day of March, 19 91, if not sooner paid.

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 ~~11.5~~ 13.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in the city of Elmhurst, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at Illinois Marine Bank, N.A., Elmhurst the office of ~~Western National Bank~~ in Elmhurst, Illinois.

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 ~~remise~~ 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:

Lot 1 in C and M Resubdivision, a Subdivision of Lot 3 in Willis Avenue Resubdivision of Lot 16 in Canal Randolph Resubdivision of part of Wheeling Industry Center Subdivision of part of the Northwest 1/4 of Section 14, Township 42 North, Range 11, lying East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 03-14-101-011-0000  
165 Westing Rd  
Wheeling, Ill

Prepared by  
mail to  
Illinois Marine Bank  
105 S. York St  
Elmhurst, Ill  
60126

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.

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UNOFFICIAL COPY

TRUST DEED

Elmhurst National Bank

as Trustee

To

Trustee

ELMHURST NATIONAL BANK

York Street at Park Avenue

Elmhurst, Illinois

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 142

3/5/86

By: *Walter D. Allen*  
Illinois Marine Bank N.A., Trustee  
Elmhurst

MMQ Trust Group

IMPORTANT

For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

Property of Cook County Clerk's Office

860951994

My Commission Expires Nov. 16, 1988  
Notary Public

A. D. 1988

of the Elmhurst National Bank, and DAVID M. AUGUSTYN Assistant Secretary of said Association, 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 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 Association, as Trustee as 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 Association, did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

day of

*March*

I, CHARLES W. ALLEN, Vice President of the Elmhurst National Bank, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that

DOLORES PARA

STATE OF ILLINOIS }  
COUNTY OF DU PAGE }  
SS.

461536098

FORM 9-80-21



# UNOFFICIAL COPY

or whether the same shall be then accepted as a home loan 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 by redemption or not, as well as during any further time 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 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.

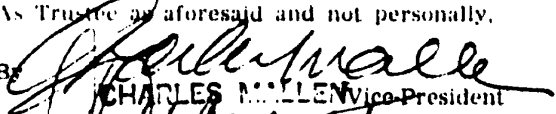

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are 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.

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THIS TRUST DEED is executed by the ~~Bank of Cicero~~ <sup>Western National Bank of Cicero</sup>, 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 Cicero~~ <sup>Western National Bank of Cicero</sup> 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 Cicero~~ <sup>Western National Bank of Cicero</sup> personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed 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 Cicero~~ <sup>Western National Bank of Cicero</sup> 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 Cicero~~ <sup>Western National Bank of Cicero</sup>, 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 Secretary, the day and year first above written.

WESTERN NATIONAL BANK OF CICERO  
~~Bank of Cicero~~

As Trustee as aforesaid and not personally,  
By   
CHARLES M. ALLEN Vice-President  
Attest   
DAVID M. AUGUSTIN Secretary