

TRUST DEED

712032

86118963

THE ABOVE SPACE FOR RECORDING USE ONLY

63370

THIS INDENTURE, Made March 25, 1986, between American National Bank and Trust Company of Chicago, 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 December 10, 1985 and known as trust number 66243, herein referred to as "First Party," and Chicago Title and Trust Company 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 Nine Hundred Seventy-Five Thousand and No/100-----Dollars,

made payable to BEARER TED W. ALEXANDER 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 in instalments as follows: Nine Hundred Seventy-Five Thousand and No/100----- DOLLARS on demand, or, if on demand, then in one (1) installment of principal and interest on the 25th day of October 19 86; and -----DOLLARS

on the ----- day of ----- thereafter, to and including the

----- day of 19 -----, with a final payment of the balance due on the

day of 19 -----, with interest ----- on the principal balance

from time to time unpaid at the rate of ----- per cent per annum payable

eighteen -----; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in -----

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 Ted W. Alexander, 210 Bering, Ste. 450, Houston, Tx. 77057 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:

See Exhibit A attached hereto and made a part hereof for all purposes

This Trust Deed is junior, subordinate and subject to that certain Mortgage, Assignment of Rents and Security Agreement dated March 25, 1986, made by the First Party to Eastern Savings and Loan Association, Inc. in the original principal amount of \$1,800,000.00.

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, in-door 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.

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.

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 improvement 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 notes; (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

NAME | THIS INSTRUMENT PREPARED BY: Michael D. Firsel  
STREET | 120 West Madison Street  
CITY | Suite 1100 Chicago, Illinois 60602

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 334

86118963

Box 334

holders of the note, such rights to be exercised by the borrower... and to deliver all policies, including additional and renewal policies...

2. The Trustee or the holders of the 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 the validity of any tax, assessment, sale, foreclosure, 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. 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, stenographic charges, publication costs and 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, 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 either 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 in this paragraph mentioned shall become an such 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 or holders of the note in connection with (a) any proceeding, 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) 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) 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; fourth, any overplus 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 statutory period of redemption, whether there be 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 any 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 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 American National Bank and Trust Company of Chicago 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 of security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago  
as Trustee, as aforesaid, and not personally.



By [Signature] VICE PRESIDENT  
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, 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 National Banking Association, as Trustee, 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 National Banking Association, caused the corporate seal of said National Banking Association 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 National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date MAR 26 1988  
Notary Public [Signature]

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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 Dred has been identified herewith under identification No. 721013  
CHICAGO TITLE & TRUST COMPANY, TRUSTEE  
[Signature] Trustee  
ASST. SECRETARY

# UNOFFICIAL COPY

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Page 29

STATE OF ~~ILLINOIS~~ )  
                  <sup>TEXAS</sup> )  
COUNTY OF ~~COOK~~ ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Cleveland, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 25<sup>TH</sup> day of March, 1986.

Maxine Sarver  
Notary Public

MAXINE SARVER

My Commission Expires:

5-17-86

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Property of Cook County Clerk's Office

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EXHIBIT A  
LEGAL DESCRIPTION

That part of the East 1/2 of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, bounded by a line described as follows:

Beginning at a point on the Southwesterly line of Rand Road (U.S. Route 12) which is 215.0 feet Southeasterly of the intersection of said Southwesterly line of Rand Road with the Easterly line of Hicks Road (S.A.R. 53), said point being also the most Easterly corner of Lot One in Hasterock Park, a subdivision of part of the Southwest 1/4 of the Northeast 1/4 of said Section 2, the plat of which was recorded May 14, 1957 as Document No. 16903857; thence Southeasterly along the Southwesterly line of Rand Road, being a line 50.0 feet Southwesterly, measured at right angles, and parallel with the center line of said road, a distance of 584.20 feet to a point of curve in said right of way line; thence continuing Southeasterly along the Southwesterly line of Rand Road, being a curved line, convex to the Northeast and having a radius of 10743.0 feet, 50.0 feet distant from the center line thereof, a distance of 261.17 feet, arc measure, to a point; thence Southwesterly along a radial line of said curve, 10.0 feet; thence Southeasterly along a curved line, convex to the Northeast and having a radius of 10733.0 feet and being concentric with the previously described curved line, a distance of 110.0 feet, arc measure; thence Northeasterly along a radial line of said curved line, 10.0 feet to a point on the Southwesterly line of Rand Road; thence continuing Southeasterly along the Southwesterly line of Rand Road, being a curved line as heretofore described, a distance of 100.0 feet, arc measure, to an intersection with the Southeasterly line of said property as now staked, monumented and occupied; thence Southwesterly along the Southeasterly line of said property, said line forming an angle of  $18^{\circ} 07' 56''$ , as measured from the Northwest, being the long chord of the curved line that is the Southwesterly line of Rand Road, to the Southwest, a distance of 927.74 feet to a monument, said monument being the angle corner in the Northerly line of The Nursery, plat of plained unit development in the Southeast 1/4 of said Section 2, the plat of which was recorded June 26, 1978 as Document No. 24507142; thence Westerly 562.66 feet to a point on the Easterly line of Hicks Road (S.A.R. 53) which is 1306.03 feet Southerly, as measured along the Easterly line of said Hicks Road, of the most Westerly corner of Lot One in Hasterock Park, aforesaid; thence Northerly along the Easterly line of said Hicks road, being a curved line, 50.0 feet Easterly, measured radially, of the center line of said road, convex to the Northwest and having a radius of 2814.93 feet, a distance of 1306.03 feet, arc measure, to the most Westerly corner of Lot One in said Hasterock Park; thence Southeasterly along the Southwesterly line of said Lot One in Hasterock Park, 140.63 feet to the most Southerly corner of said Lot One; thence Northeasterly along the Southeasterly line of said Lot One in Hasterock Park, 200.0 feet to the place of beginning, Cook County, Illinois.

STREET ADDRESS: Hicks Road, South of Rand Road, Cook County, Illinois

PIN: 02-02-400-001 TP  
~~02-02-204-009~~  
~~02-02-204-003~~  
~~02-02-204-005~~

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