

TRUST DEED

Prepared by:
William S. Piper
7366 North Lincoln Avenue
Lincolnwood, IL 60646

CHICAGO COUNTY, IL, ILLINOIS
LINCOLNWOOD

1986 MAR 31 PM 2:01

THE ABOVE SPACE FOR RECORDERS USE ONLY

11.00

THIS INDENTURE, Made March 19¹⁹⁸⁶, between Austin Bank of Chicago
a National Banking Association, not personally but as Trustee under the provisions of a
Deed of Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated
June 10, 1968 and known as trust number 4567, herein referred to as "First Party," and
Chicago Title & Trust Company.

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-
with in the Principal Sum of Two hundred thousand and 00/100 (\$200,000) Dollars

made payable to XXXXXXXXX BEARER

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
March 19, 1986 on the balance of principal remaining from time to time unpaid at the rate of
XXXXXX as set forth in said note

Dobroxxnxxthe

XXXXXX

X X X X X

Dobroxxnxxthe

XXXXXX

XXXXXXXXXX until said note is fully paid/except that xx

as provided in
deposited said note

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 seven per cent per annum, and all of said principal and interest
being made payable at such banking house or trust company in Chicago, 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
CFR Corporation, 5801 North Lincoln Avenue,

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:

LOTS 25 ND 26 IN CAREY'S SUBDIVISION IN THE EAST 1/2 OF THE NORTH WEST
1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP
39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

✓ 16 - 22 - 304 - 005 - 0000 - 25
16 - 22 - 304 - 006 - 0000 - 26

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

TOGETHER with all improvements, tenements, 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 piedied primarily and on a party with said
real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto added 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, indoor bed 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 hereinafter 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 hire 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 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 money 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

D NAME Alan I. Boyer
E STREET 7366 North Lincoln Avenue
L CITY Lincolnwood, Illinois 60646
I
V
E
R
Y

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER - CA

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

1913 48th Avenue
Chgo - 11 606

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Property of Cook County Clerk's Office

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holders of the note, such rights to be exercised by the number of days before or after the date of maturity of the note, not less than ten days prior to the respective dates of expiration thereof. That the holders of the note may, by notice, not later than the date of maturity, require payment of all amounts due thereon, and may not make any tax or other payment on behalf of the holder or interest on prior encumbrances. If any tax or other amount, or any other payment, is made by the holder or interest on the note, the holder or interest shall be entitled to receive compensation therefor, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the note 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 seven per cent per annum. Inaction of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

4. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so records in any bill, statement or estimate procured from the appropriate public office without liability into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

5. 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.

6. 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 attorney's fees, Trustee's fees, appraiser's fees, costs, audit fees, documentary and expert evidence, stenographers' 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, insurance policies, Tortona certificates, and similar documents 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 so much additional indebtedness secured hereby and immediately due and payable by reason of the nature of the 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.

7. 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 sums 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.

8. 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 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 full 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 convenient 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 (2) 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.

9. 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.

10. 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 under express or implied by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct on the part of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

11. Trustee shall release this trust deed and the lien hereof 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 representative Trustee may accept as true without inquiry. Where a release is requested of an successor trustee, such successor trustee may accept as the genuine note herein described any note which is a certificate of identification purporting to be executed by a prior trustee hereunder in 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 name as the note described herein, it may accept as the genuine note herein described any note which may be presented and which purports to be executed on behalf of First Party.

12. 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 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 so under 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.

11. This Trust Deed is subject to the possible right, title and interest of Harry Brown and Harriet Brown as purchasers under Articles of Agreement.

12. This Trust Deed is subject to the possible right, title and interest of James V. Bukac and Eva V. Bukac, and First Suburban Bank of Olympia Fields under trust 85-269 as purchasers under Articles of Agreement.

Trustee may attach its own

Austin Bank of Chicago

THIS TRUST DEED is executed by the ~~AUSTIN BANK OF CHICAGO~~ ~~and~~ ~~TRUSTEE~~ ~~DO HEREBY CERTIFY~~, 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 securing 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 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 securing 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, ~~AUSTIN BANK OF CHICAGO~~ ~~DO HEREBY CERTIFY~~, 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 securing 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 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 securing 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, ~~AUSTIN BANK OF CHICAGO~~ ~~DO HEREBY CERTIFY~~, 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 securing 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 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 securing 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.

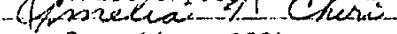
AUSTIN BANK OF CHICAGO ~~DO HEREBY CERTIFY~~ Operator Officer

as Trustee, as aforesaid, and not personally.

By

 Rudolph C. Schoppe Trust Officer

Attest

 Gwendolyn M. Chris

Operations Officer

XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXX

STATE OF ILLINOIS
COUNTY OF COOK

AUSTIN BANK
OF CHICAGO

Operations
Officer

Operations
Officer

Given under my hand and Notarial Seal this 20th day of March 1986.

 Irene Brinkley
Notary Public

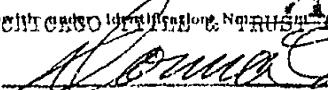
My commission expires

My Commission Expires June 12, 1989

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 Deed has been identified
herein under identification No. TRUST DEED, TRUSTEE

 Dennis Frank
ASST. SECRETARY

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