

# UNOFFICIAL COPY

88-10-2023 0 2 3 (FORM NO. 1A)

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**This Indenture,** Made March 20 19 86, between Worth Bank and Trust 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 March 15, 1976 and known as trust number 1815 herein referred to as "First Party," and

13.00

CHICAGO TITLE AND TRUST

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 THIRTY THOUSAND AND NO/100-----(\$30,000.00)-----DOLLARS,

made payable to ~~HEARST~~ WORTH BANK AND TRUST 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 10.50 \* per cent per annum in monthly instalments

as follows: THREE HUNDRED FIFTY-THREE AND 76/100-----DOLLARS on the 20th day of April 19 86 and THREE HUNDRED FIFTY-THREE AND 76/100-----DOLLARS

on the 20th day of each consecutive 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 20th day of March

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 shall be paid when the same is due.

and all of said principal and interest being made payable at such banking house or trust company in Worth 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 WORTH BANK AND TRUST

in said City: Village.

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 Village of Alsip COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 7 in D. J. Stewart Investment Company, Subdivision of Lot 3 in D. J. Stewart Investment Company Subdivision, being a Subdivision of that part of the South West 1/4 of the South West 1/4 of Section 28, Township 37 North, Range 13 East of the Third Principal Meridian, lying Southeasterly of a line described as follows: beginning at a point 400 feet South and 1550 feet East of the center of Section 29, Township 37 North, Range 13 East of the Third Principal Meridian, and running thence South East to a point in the East line of South West 1/4 of said Section 28, 300 feet North of the South East corner thereof and lying North East of the right of way of Illinois Route No. 83 (according to the Plat thereof recorded as Document 12124544), in Cook County, Illinois;

Property Address: 5530 Cal Sag Road Alsip, Illinois Permanent Index Number: 24-28-303-013-0000 This Document Prepared by: Paul R. Slade Worth Bank and Trust 6825 W. 111th St. Worth, Illinois 60482

\*And at the variable rate thereafter of 1.50% per annum above the prime commercial rate of this Lender, such rate to be changed on the day or days said prime commercial rate is changed, with interest after maturity at a variable rate of 2.50% above said prime commercial rate. All interest shall be paid monthly.

All payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the unpaid balance of the principal. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed.

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

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Box 333

TRUST DEED

WORTH BANK AND TRUST

as Trustee TO

Trustee

BOX 333 - TH

Mail To

WORTH BANK AND TRUST  
6825 West 111th Street  
WORTH, ILL.

86127023

The Instrument Note mentioned in the within Trust Deed has been identified herewith under

Identification No. 710840

James Fowles  
Trustee

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1986 APR -2 AM 10: 28

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I, the undersigned  
a Notary Public, in and for said County, in the State aforesaid, Do Henry County, that  
Marilyn C. Sajdak, Trust Officer  
of the Worth Bank and Trust, and  
JEANNETTE WEINHARDT, ASST. CASHIER  
of said Bank, who are personally known to me to be the same persons whose names are sub-  
scribed to the foregoing instrument as such T.O. and 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  
then and there acknowledged that she, as custodian of the corporate seal of said Bank, did  
after the corporate seal of said Bank to said instrument as 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 20th day of March A.D. 1986  
Notary Public

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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.

11. At the option of the holders of the Note and obligation hereby secured, and without notice to the Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in the Trust Deed to the contrary, become due and payable immediately if the Mortgagor sells, conveys, executes and agreement to convey title, or further encumbers said premises; the acceptance of payments on said indebtedness shall not constitute a waiver of the right to demand immediate payment until the Mortgagor has been notified in writing of such sale, conveyance, agreement to convey, or encumbrance.

12. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the Worth Bank and Trust 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 Worth Bank and Trust 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 Worth Bank and Trust 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 Worth Bank and Trust 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, Worth Bank and Trust 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 Cashier the day and year first above written.

## WORTH BANK AND TRUST

As Trustee as aforesaid and not personally.

By Marilyn Casper  
Trust Officer

ATTEST Jeanette DeWalt  
Assistant Cashier

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...the deficiency in case of a sale and deficiency.
...other items which may be or become superior to the item hereof or of such decree, provided such application is made prior to foreclo-

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:
...preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness
...of such bill, statement or estimate or into the validity of the note, its terms, interest, principal, taxes or assessment, or otherwise

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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.