

UNOFFICIAL COPY

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 7, 1986, between BREMEN BANK AND TRUST COMPANY, an Illinois Corporation, 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 March 19, 1986 and known as trust number 86-2697, herein referred to as "First Party," and BREMEN BANK AND TRUST COMPANY

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 One Hundred Twenty Five Thousand and no/100ths * * * * * Dollars,

made payable to 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 date hereof on the balance of principal remaining from time to time unpaid at the rate of ** per cent per annum in instalments as follows: Six Hundred Ninety Four Dollars and 44/100ths plus interest of prime plus 1 1/4 % floating annually.

Dollars on the 7th day of May 1986 and Six Hundred Ninety Four Dollars and 44/100ths Plus interest of prime plus 1 1/4 % floating annually. Dollars on the 7th day of each 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 7th day of April 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 ~~SIX PER~~ ~~CENT~~ ~~PER~~ ~~ANNUM~~, and all of said principal and interest being made payable at such banking house or trust company in Tinley Park, 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

BREMEN BANK AND TRUST COMPANY

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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The Westerly 1/2 of Lot 16 of Tinley Industrial Park being a subdivision of that part of the North East 1/2 of Section 36, Township 16 North, Range 12 East of the Third Principal Meridian, lying North of the North Line of the Chicago, Rock Islands and Pacific Railroad (excepting therefrom the West 1574.6 feet of the East 2009.6 feet of the North 495.65 feet) all in Cook County, Illinois

27-36-204-073

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This document prepared by:
Audrey Tancos
Bremen Bank and Trust Company
17500 Oak Park Avenue
Tinley Park, IL 60477

DEPT-01 RECORDING \$11.25
TR 111 TRAN 2239 04/09/86 09:22:00
#3350 # 86-135114

** Interest rate is Prime and 1 1/4% to be adjusted annually on the anniversary date.

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, machinery, fixtures, and other improvements now or hereafter 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, radiator beds, awnings, eaves and water heaters. All of the foregoing are declared to be a part of said real estate and shall be deemed to be a part of the premises, and it is agreed that the same shall be deemed to be a part of 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 improvements 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 BREMEN BANK AND TRUST COMPANY
STREET 17500 Oak Park Avenue
CITY Tinley Park, Illinois 60477
OR
RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
7319 Duvan Drive
Tinley Park, Illinois 60477

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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.

I M P O R T A N T

The Instrument Note mentioned in the within Trust Deed has been Identified herewith under Identification No. _____

Given under my hand and Notarial Seal on this 11th day of April, 1986. Notary Public [Signature]
The undersigned Senior Vice President of the BREMEN BANK AND TRUST COMPANY, in the State of Illinois, Albert P. Strohka, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as President and Assistant Secretary, 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 Company, as Trustee as stated and Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument, 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 Company, did affix the corporate seal of said Company to said instrument, for the uses and purposes therein set forth, and the said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument, for the uses and purposes therein set forth.

By: [Signatures] Senior Vice President and Trust Officer, BREMEN BANK AND TRUST COMPANY as Trustee as to said and not personally, COUNTY OF COOK }
STATE OF ILLINOIS } SS.
IN WITNESS WHEREOF, Bremen Bank and Trust Company, not personally but as Trustee as to said and not personally, did cause this Instrument to be signed by its Senior Vice President and Trust Officer, Albert P. Strohka, and its Assistant Secretary, _____, on the day and year first above written.

THIS TRUST DEED is executed by the Bremen Bank and Trust Company, not personally but as Trustee as to said and not personally, in the exercise of the power and authority to execute the Instrument, and it is expressly understood and agreed that nothing herein or in said note or in any other instrument, shall be construed as an authorization or authority to execute the Instrument, and it is expressly understood and agreed that nothing herein or in any other instrument, shall be construed as an authorization or authority to execute the Instrument, and it is expressly understood and agreed that nothing herein or in any other instrument, shall be construed as an authorization or authority to execute the Instrument.

The grant of a security interest hereby special interest which qualifies as "household goods" as defined in 12 C.F.R. 227.12, unless such security interests are either possessory security interests or purchase money security interests.

1. That in the event title shall be conveyed to any persons, firm, trust, or corporation, other than the undersigned or any one or more of them, then the Trustee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the Note secured hereunder. However, the Bank, its successors or assigns shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate, and the effective date of any such increase shall be the date of such transfer or conveyance.

2. 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 incurred in the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereto; second, all liens and claims in priority to the mortgage and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their 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 hereon. In any such case, the Trustee shall be deemed to have the right to foreclose the lien hereon, and the Trustee shall be deemed to have the right to foreclose the lien hereon, and the Trustee shall be deemed to have the right to foreclose the lien hereon.

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