



TRUST DEED

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APR 29 1986 5 3 21 P M UGICRDTSTY A ... THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 15 19 86, between Chicago Title 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 April 21, 1982 and known as Trust Number 1081666, herein referred to as "First Party," and

COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation 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 Ninety thousand and no/100ths (\$90,000.00) Dollars,

made payable to ~~COMMERCIAL NATIONAL BANK OF BERWYN~~ COMMERCIAL NATIONAL BANK OF BERWYN and delivered, in and by which said Note the First Party promised 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 of disbursement on the balance of principal remaining from time to time unpaid

in 120 successive monthly installment of principal and interest commencing the 16th day of May, 1986 and on the 16th day of each and every month thereafter, all except the last of said installments of principal and interest to be in the amount of \$ 1,197.11 and said last installment to be the entire unpaid balance due hereon, including interest on the principal balance from time to time outstanding at the rate of 10.00 percent per annum initially and at a varying rate per annum thereafter which shall be 1.00 percent per annum above the prime rate of this Lender and will fluctuate annually on January 1st with such rate until maturity of the final installment, and with interest after maturity of the final installment at a rate three (3) percent per annum above the rate payable according to the terms of this Note, until fully paid. Any change in the rate of interest payable on this Note resulting from a change in the said prime rate shall be effective upon the date of such change. All interest shall be payable monthly. All payments shall be applied first to interest and the balance, if any, to principal. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Lender in the collection and enforcement of this Note.

HOWEVER, IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY DECLARE THE ENTIRE LOAN BALANCE TO BE IMMEDIATELY DUE AND PAYABLE AND AFTER 30 DAYS BORROWERS CAN BECOME LIABLE FOR EXPENSES OF FORECLOSURE INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF 5% OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 10 DAYS AFTER THE INSTALLMENT IS DUE.

COMMERCIAL NATIONAL BANK OF BERWYN 3322 SO. OAK PARK AVENUE DEERFIELD ILLINOIS 60402 John P. Smithwick, V.P.

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which, with the property hereinafter described, as 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 par 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-lair 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 or 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be so damaged or destroyed; (b) 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, (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises not required by law or municipal ordinance; (g) pay before any tax or other authority 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such receipts to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then

[X] MAILED:

Commercial National Bank of Berwyn 3322 So. Oak Park Avenue Berwyn, IL 60402 Attn: John P. Smithwick, V.P.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

3900 S. Oak Park Avenue

Stickney, IL 60402

[] PLACE IN RECORDER'S OFFICE BOX NUMBER

-86-165787

-86-165787

UNOFFICIAL COPY

Trustee or the holders of the note may, but need not, make any payment and may, but need not, make full or partial payments on or in lieu of or in satisfaction of any lien or other prior lien or title or claim...

any act or omission in any form and manner deemed equitable, discharge, compromise or settlement affecting any interest or tax or assessment. All moneys advanced by or for the note, including attorneys' fees, and any other moneys advanced by or for the note, shall never be considered as a waiver of any right accruing...

2. The Trustee or the holders of note hereby secured making any payment or statement or estimate procured from the appropriate public office without tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

by authorized relating to taxes or assessments, may do so according to any bill into the accuracy of such bill, statement or estimate or into the validity of any...

3. At the option of the holders of the note and without notice to First Party notwithstanding anything in the note or in this trust deed to the contrary, but not to the extent of principal or interest on the note, or (b) in the event of the failure to pay...

its successors or assigns, all unpaid indebtedness secured by this trust deed shall be and payable (a) immediately in the case of default in making payment of any...

4. When the indebtedness hereby secured shall become due whether by action or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereby...

included as additional indebtedness in the decree for sale all expenditures and costs of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for...

5. The proceeds of any foreclosure sale of the premises shall be distributed to the holder of the note, with interest thereon as herein provided; third, all principal and interest...

and applied in the following order of priority: First, on account of all costs and expenses incurred in the preceding paragraph hereof; second, all other items which under the terms of the note, with interest thereon as herein provided; third, all principal and interest...

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 receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit...

and without regard to the then value of the premises or whether the same are mortgaged or otherwise encumbered, and to execute such suit or to evidence to bidders at any sale which may be had pursuant to this paragraph...

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. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity...

and shall be obligated to record this trust deed or to exercise any power herein given hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien hereby secured 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 of the note and of the lien hereby secured has been paid, which release may accept as true without inquiry...

and shall be obligated to record this trust deed or to exercise any power herein given hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 Trustee named in this instrument shall have the identical title, powers, duties and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

and shall be obligated to record this trust deed or to exercise any power herein given hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

and shall be obligated to record this trust deed or to exercise any power herein given hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

THIS TRUST DEED is executed by the Chicago Title and Trust Company, 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 Chicago Title and Trust Company, 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 Chicago Title and Trust Company personally to pay the said note or any interest 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 said First Party and its successors and said Chicago Title and Trust Company 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, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid and not personally,



By Robert Sanders ASSISTANT VICE-PRESIDENT
Attest Lynda S. Davis ASSISTANT SECRETARY

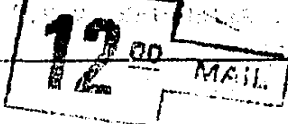
STATE OF ILLINOIS, COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company 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, caused the corporate seal of said Company 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 Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal APR 15 1966 Date
Notary Public

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 here-with under Identification No. 12



181691-98

88-102187

100-406330-102

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.

STATE OF ILLINOIS } COUNTY OF COOK } SS. I, the undersigned, Secretary Public in and for the County and State aforesaid, JO HERBAY...

CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY. Vice-President and its corporate seal to be hereinafter affixed and attested by its Assistant...



11. The word "note" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

12. The word "mortgage" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

13. The word "assignment" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

14. The word "mortgagee" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

15. The word "assignment" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

16. The word "mortgagee" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...

17. The word "assignment" when used in this instrument shall be construed in the same sense as it is defined in Section 2-110 of the Illinois Compiled Statutes...