

# UNOFFICIAL COPY

This Indenture, Made April 8th 1986, between HERITAGE/PULLMAN 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 Bank in pursuance of a Trust Agreement dated March 18, 1986

and known as trust number 71-80213

herein referred

to as "First Party," and HERITAGE/PULLMAN BANK AND TRUST COMPANY,

86174065

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

EIGHTY ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100---(\$81,750.00)--- DOLLARS,

made payable to BEARER

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

PRIME PLUS 1% FLOATING

on the balance of principal remaining from time to time unpaid at the rate of

of Prime + 1% Floating

in installments as follows:

on the day of 19 and

on the day of each and

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 AUGUST 1986. 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 unless paid when due shall bear interest at the rate of 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

HERITAGE PULLMAN 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 situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Twenty-six (26) in Laguna Wood being a Subdivision of the South Half (S $\frac{1}{2}$ ) of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section One (1), Township Thirty-six (36) North, Range Twelve (12), East of the Third Principal Meridian (except that part thereof taken for 80th Avenue) in Cook County, IL.

ADDRESS: 7831 RESONO LANE  
ORLAND PARK, IL 60462

PERM. REC'D. NO. - 27-07-108-005 7P

86174065

This instrument prepared by: Heritage Pullman Bank (L. Gallacher)  
1000 E. 111th St., Chgo., IL.

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, indoor 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.



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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 full statutory period of redemption whether there be redemption or not, as well as during any further times 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 are 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.

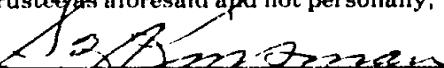
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are 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.

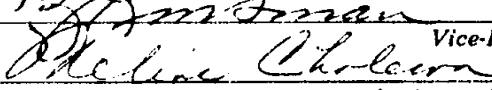
The first party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgement creditors of the first party acquiring any interest in or title to the premises subsequent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

THIS TRUST DEED is executed by HERITAGE/PULLMAN BANK 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 HERITAGE/PULLMAN BANK 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 HERITAGE/PULLMAN BANK AND TRUST COMPANY, 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 HERITAGE/PULLMAN BANK 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, HERITAGE/PULLMAN BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

HERITAGE/PULLMAN BANK AND TRUST COMPANY  
As Trustee as aforesaid and not personally,

By   
Jeffery D. Jensen  
Vice-President

ATTEST   
Melvin Chalazon  
Assistant Secretary

IN THE EVENT OF THE SALE OR TRANSFER OF THIS DEED  
TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE  
NOTE SECURED HEREBY MAY AT HIS OWN DISCRETION DECLARE THE  
ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY  
DUE AND PAYABLE.

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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

The legal consequences of absconding, as their rights may appear.

5. The proceeds of any forfeiture shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred to the correctional proceeding; Second, including all fees of professionals retained to the correctional proceeding; Third, if there is any remainder after the first two items have been paid, it will be distributed among the parties in proportion to the amount of each party's interest provided, that the party receiving the largest share of the proceeds of the forfeiture has the right to require that the entire amount be paid to him or her.

4. When the indeterminacy heavily exceeds what becomes due whether the note or Trustee shall be allowed and intended indeterminacy in the letter helders of the note or Trustee shall have the right to foreclose the loan before it may suit to foreclose the letter, however, three shall be allowed and intended indeterminacy and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, appraisers' fees, outlays for documentation and expenses which may be estimated as to items to be expended after entry of the decree, publication all such absurdist of title, title searches and examinations, Purposes of the note may deem to be reasonable, necessarily either and reassurances with respect to title, title searches and examinations, Purposes of the note may deem to be reasonable, necessarily either to present such suit to evidence to bidder or holder of the note may be had pursuant to such decree the trustee and reassurances with respect to title, title searches and examinations, Purposes of the note may deem to be reasonable, necessarily either and reassurances with respect to title, title searches and examinations, Purposes of the note may deem to be reasonable, necessarily either to present such suit to evidence to bidder or holder of the note may be had pursuant to such decree the trustee

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 any thing in the note or in this trust deed to the contrary, become due and payable (a) immediately in the event of default in making payment 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, and option to be exercised at any time after the expiration of said three day period.

2. The Trustee or the holder of the note hereby severally make any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriaute public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises until the said Trustee, its successors and assigns, forever,  
for the purposes, and upon the uses and trusts herein set forth.