



TRUST DEED **UNOFFICIAL COPY**

OFFICIAL BUSINESS
GREEN HILLS PUBLIC LIBRARY
E. K. FAIRER, ARTIST
8611 W. 103rd Street
P.O. Box 115, IL 60465

86226998 20970

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 29, 1986, between BOARD OF LIBRARY TRUSTEES OF GREEN HILLS PUBLIC LIBRARY DISTRICT, herein referred to as "Mortgagor," and George E. Gite, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF ~~ORLAND~~ ORLAND STATE BANK and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from May 29, 1986 on the balance of principal remaining from time to time unpaid at the rate of eight (8%) per cent per annum in instalments (including principal and interest) as follows:

12.00

FIVE THOUSAND FOUR HUNDRED TWELVE AND 30/100 (\$5,412.30) Dollars or more on the 25th day of June 1986 and FIVE THOUSAND FOUR HUNDRED TWELVE AND 30/100 (\$5,412.30) Dollars or more on the 25th 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 28th day of June 1988. 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 on each instalment unless paid when due shall bear interest at the rate of eight (8%) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Orland 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 Orland State Bank, 2612 N. 143rd Street,

In said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

SEE ATTACHED EXHIBIT "A".

23-01113 037 (315,32,37) for
8611 W. 103rd St.

ILLINOIS
NOTARY PUBLIC

NOTARY - 5 M 3 21

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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 Mortgagor 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, inador 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 the mortgagor 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Library Trustees of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its BOARD OF LIBRARY TRUSTEES OF GREEN HILLS PUBLIC LIBRARY DISTRICT

CORPORATE
SEAL

BY Eugene E. Opalinski Assistant Vice President
ATTEST: Lois Murphy Assistant Secretary

STATE OF ILLINOIS, } ss. Eleanor M. Dunn
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Eugene E. Opalinski, Assistant Vice President of the GREEN HILLS PUBLIC LIBRARY DISTRICT
and Lois Murphy, Assistant Secretary

of said entity 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 entity 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 entity did affix the corporate seal of said entity to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of May, 1986

Eleanor M. Dunn NOTARY PUBLIC

Notarial Seal

DESCRIBED PROPERTY HERE

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____
By _____
Assistant Secretary
Assistant Vice President
Trustee.

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

16. "notes" when more than one note is used.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note," when used in this instrument shall be construed to mean the note or notes secured by this instrument, and the word "Mortgagor," when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof.

[illegible]

12. 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, capacity, or authority of the signatories on the note or trust deed, 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.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party instituting same in an action at law upon the note hereby secured.

11. 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

[illegible]

8. 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 such items as are mentioned in the preceding paragraph hereof; second, all other items of indebtedness secured by the premises; and third, the balance, if any, shall be paid to the holder of the mortgage or other lien on the premises in the order of their priority. If the proceeds of the sale are insufficient to pay all of the debts secured by the premises, the deficiency shall be a debt of the mortgagor, and the mortgagor shall be liable for the same.

[illegible]

3. The trustee or the holders of the note hereby secured making any payment in respect of the note shall be deemed to have made the same in full satisfaction of the debt secured by the note and shall not be liable for the same again. The trustee or the holders of the note shall not be liable for the same again. The trustee or the holders of the note shall not be liable for the same again.

THIS RECEIPT IS NOT VALID UNLESS SIGNED BY THE PERSON TO WHOM IT IS ISSUED. IT MUST BE PRESENTED AT THE TIME OF PAYMENT.

§ 4. In case of default therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required to be performed by the Trustee or holders of the note, but need not, make full or partial payment of principal or interest on said note.

[illegible][illegible]

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EXHIBIT "A"

That part of the North West $\frac{1}{4}$ of Section 14, Township 37 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the North East corner of said North West $\frac{1}{4}$; thence North 89 degrees 39 minutes 00 seconds West along the North line of said Section 1, 311.41 feet; thence South 00 degrees, 21 minutes, 00 Seconds West 50.00 feet to the point of beginning; thence South 00 degrees, 21 minutes, 00 seconds West 263.56 feet to a point on a curve, convex Northerly whose radius is 130.00 feet; thence along said curve an arc length 64.94 feet said arc having a chord of 64.27 feet and a bearing of South 67 degrees, 09 minutes, 39 seconds West; thence North 40 degrees, 22 minutes, 46 seconds West along a line non-radial to said curve, 208.32 feet; thence North 00 degrees, 21 minutes, 00 seconds East 131.00 feet; thence South 89 degrees, 39 minutes, 00 seconds East 195.00 feet to the point of beginning, all in Cook County, Illinois

ALSO

Lots 344, 375, 376 and 377 in Leslie C. Barnard's Palos on the Green Unit No. 5, a subdivision of part of the North West $\frac{1}{4}$ of Section 14, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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