

UNOFFICIAL COPY

0 6 2 7 5 7 8 3

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE OF **86275783**

THIS INDENTURE, made June 27, 19 86, between Glenview State Bank
Trust #1920 DATED 2-79 herein referred to as "Grantors", and W. W. Sullivan
of Lombard, Illinois,
herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement described below, the principal amount of Fifteen Thousand, Two Hundred Twenty-Three and 67/100 Dollars (\$15,223.67), together with interest thereon at the rate of

- 13.9 % per year on the unpaid principal balances for the first year of the loan.
- 14.9 % per year on the unpaid principal balances beginning on the first anniversary date of the loan.
- 15.9 % per year on the unpaid principal balances beginning on the second anniversary date of the loan.
- 16.9 % per year on the unpaid principal balances beginning on the third anniversary date of the loan.
- 16.9 % per year on the unpaid principal balances beginning on the fourth anniversary date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement dated the same as this Trust Deed, made payable to the Beneficiary, and delivered in 60 consecutive monthly payments as provided in the following Payment Schedule:

Number of Payments	Amount of Payments	When Payments Are Due
12	\$ 210.33	Monthly, Starting August 3, 1986
12	\$ 220.44	Monthly, Starting August 3, 1987
12	\$ 230.93	Monthly, Starting August 3, 1988
23	\$ 241.67	Monthly, Starting August 3, 1989
1	\$ 12,682.97	Monthly, Starting July 3, 1991
	\$	

The first payment is due August 3, 19 86. The remaining payments are due on the same day of (Month & Day) each month thereafter until fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month. All payments are payable at Associates Des Plaines Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar so hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of Des Plaines, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

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June,

GIVEN under my hand and notarial seal, this 27th

therein set forth.

and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes... also the corporate seal of said Bank to said instrument as her own free and voluntary act... then and there acknowledged that she, as custodian of the corporate seal of said Bank, did... as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary... instrument as their own free and voluntary act and as the free and voluntary act of said Bank... appeared before me this day in person and acknowledged that they signed and delivered the said... ascribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, of said Bank, who are personally known to me to be the same persons whose names are set forth...

Alice Hansen

Trust Officer

Vice-President of the GLENVIEW STATE BANK,

Kenneth H. Cooke

a Notary Public, in and for said County, in the State of Illinois, do hereby certify, that

THE UNDERSIGNED

STATE OF ILLINOIS
COUNTY OF COOK

Assistant Secretary
Trust Officer

ATTEST
Alice Hansen

Vice-President

By *[Signature]*
As Trustee as aforesaid and not personally.

GLENVIEW STATE BANK

Trust Officer

IN WITNESS WHEREOF, Glenview State Bank, 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.

THIS TRUST DEED is executed by the Glenview State Bank, 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 Glenview State Bank, 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 Glenview State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or other express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any title or security hereunder, and that so far as the First Party and its successors and said Glenview State Bank 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 each of the provisions provided or by action to enforce the personal liability of the grantor, if any.

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 Grantors, their heirs, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, for the purposes, and upon the uses and trusts herein set forth, free from all rights and burdens under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and burdens do hereby expressly release and waive TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits which, with the property hereinafter described, is referred to herein as the "premises".

SEE PAGE 2 FOR THE FULL TEXT OF THIS TRUST DEED
EXCERPT FROM THE PUBLIC RECORDS

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EXHIBIT OF THE GLENVIEW STATE BANK HEREON

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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, free from all rights and benefits under and by virtue of the Mortgages Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

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 Grantors, their heirs, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

THIS TRUST DEED is executed by the Glenview State Bank, 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 Glenview State Bank, 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 Glenview State Bank 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 of security hereunder, and that so far as the First Party and its successors and said Glenview State Bank 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 parties 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, Glenview State Bank, 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.

GLENVIEW STATE BANK

As Trustee as aforesaid and not personally

By *[Signature]*
Vice-President

ATTEST *[Signature]*
Assistant Secretary
Trust Officer

862757

STATE OF ILLINOIS }
COUNTY OF COOK }

THE UNDERSIGNED

I, _____
a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that
Kenneth H. Cooke

Vice-President of the GLENVIEW STATE BANK, and

Alice Hansen

Trust Officer
Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix 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 27th

day of June, A. D. 19 86

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TRUST DEED

THE ABOVE SINCE FOR RECORDS USE ONLY 86275783

THIS INDENTURE, made June 27, 1986, between Glenview State Bank

Trust #1920 DATED 12-79 herein referred to as "Grantors", and W. M. Sullivan

of Lombard Illinois, herein referred to as "Trustee", witnesseth

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement described below, the principal amount of Fifteen Thousand, Two Hundred Twenty-Three

and 67/100 Dollars (\$15,223.67) together with interest thereon at the rate of

13.9 % per year on the unpaid principal balances for the first year of the loan.

14.9 % per year on the unpaid principal balances beginning on the first anniversary date of the loan.

15.9 % per year on the unpaid principal balances beginning on the second anniversary date of the loan.

16.9 % per year on the unpaid principal balances beginning on the third anniversary date of the loan.

16.9 % per year on the unpaid principal balances beginning on the fourth anniversary date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement dated the same as this Trust Deed, made payable to the Beneficiary, and delivered in 60 consecutive monthly payments as provided in the following Payment Schedule:

Number of Payments	Amount of Payments	When Payments Are Due
12	\$ 210.33	Monthly, Starting August 3, 1986
12	220.44	Monthly, Starting August 3, 1987
12	230.93	Monthly, Starting August 3, 1988
20	241.67	Monthly, Starting August 3, 1989
1	\$ 12,682.97	Monthly, Starting July 3, 1991

The first payment is due August 3, 1986. The remaining payments are due on the same day of

each month thereafter until fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month. All payments are payable at Des Plaines, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligations in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT

and the Trustee, its successors and assigns the following described Real Estate and all of their claims, right, title and interest therein, claims, liens and being in the City of Des Plaines

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1
(THE REVERSE SIDE OF THIS TRUST DEED)

1. Grantors shall (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 and premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 Beneficiary; (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) make no material alterations to said premises except as requested by law or municipal ordinance.
2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
3. Grantors shall 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 on companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clauses to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.
6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable immediately in the case of default in making payment of any installment on the Loan Agreement, or in when default shall occur and continue for three days on the performance of any other agreement of the Grantors herein contained, or immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree; of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tarrans certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of this nature as this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, (b) their as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of a lien right to foreclose whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
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 all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute unpaid indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver 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 the 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 term when Grantors, 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 so useful in such case 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.
10. The Trustee or Beneficiary has the option to demand that the balance due on the note secured by this trust deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date. If the option is exercised, Grantors shall be given written notice of the election at least 90 days before payment is full or due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.
11. No action for the enforcement of the lien or of any provision hereof shall be subject to a lien which would not be good and available to the party attempting same in an action at law upon the note hereby secured.
12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for this purpose.
13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor is Trustee obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the same hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require information satisfactory to Trustee before exercising any power herein given.
14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien thereof, by proper instrument.
15. In case of the resignation, disability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.



FOR RECORDERS OFFICE PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DELIVERY

NAME ASSOCIATES
STREET 2606-A Dempster
CITY Des Plaines, IL 60016

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER _____

56275783

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE OF **86275783**

THIS INDENTURE, made June 27, 1986, between Glenview State Bank Trust #1920 DATED 1-2-79 herein referred to as "Grantors", and W. W. Sullivan of Lombard, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement described below, the principal amount of Fifteen Thousand, Two Hundred Twenty-Three and 67/100 Dollars (\$15,223.67), together with interest thereon at the rate of

- 13.9 % per year on the unpaid principal balances for the first year of the loan.
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12	\$ 230.93	Monthly, Starting August 3, 1988
23	\$ 241.67	Monthly, Starting August 3, 1989
1	\$ 12,682.97	Monthly, Starting July 3, 1991
	\$	

The first payment is due August 3, 1986. The remaining payments are due on the same day of each month thereafter until fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month. All payments are payable at Des Plaines Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and conditions of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Des Plaines, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART THEREOF

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SCHEDULE A

THE LAND REFERRED TO IN THIS COMMITMENT/POLICY IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

The South 120 feet of the North 585 feet (measured on the East and West line) of that part of the North half of the South East quarter of Section 16, Township 41 North, Range 12, East of the Third Principal Meridian described as follows: Commencing 10 chains West of the North East corner of said South East quarter, thence running South 15 chains to a point thence South 4 degrees West 5 chains to a point in the South line of the North half of said South East quarter thence South 89 degrees West 5.15 chains thence North 4 degrees East 2.53 chains to the center of road, thence North 64 1/2 degrees West 5.66 chains, thence North 89 degrees East 6.89 chains, thence North 15 chains to the North line of said South East quarter thence East 3.61 chains to place of beginning (except from above parcel of Real Estate that portion thereof lying South of Ballard Road) in Cook County, Illinois.

86275783

Cook County Clerk's Office

86275783

COOK COUNTY RECORDER

#1759 # A * 86-275783

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DEPT-01 RECORDING \$13 25

13.25