

86309036

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This Indenture, Made June 28

1986, between

Mount Greenwood Bank, an Illinois Banking 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 November 18, 1985

and known as trust number 5-0684

herein referred to as "First Party," and EVERGREEN PLAZA BANK
an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed one principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF Four Hundred Thirty-Five Thousand and no/100ths----- (\$435,000.00)----- DOLLARS.

made payable to HEARER EVERGREEN PLAZA BANK 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 in 59 instalments as follows: Five Thousand Twenty-Six and 12/100ths----(\$5,026.12)----- DOLLARS, Five Thousand Twenty-Six and 12/100ths-- on the 1st day of August 1986, and-----(\$5,026.12)-----DOLLARS on the 1st day of each month thereafter, ~~XXXXXX~~ with a final payment of the balance due on the 1st day of July 1991, with interest on the principal balance from time to time unpaid at the rate of 12.75 per cent per annum payable monthly ; each of said instalments of principal bearing interest after maturity 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 Evergreen 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 Evergreen Plaza Bank 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 1 in Schuringa's Subdivision of the North 299.88 feet of the West 1/2 of the Northwest 1/4 (except the West 924 feet thereof) of Section 31, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, RECORDER \$14.25
7-2227 TRAN 0269 07/22/86 03:25:00
#5141 END #*-86-309036
COOK COUNTY RECORDER

COMMONLY KNOWN AS: 7001 West 127th Street, Palos Heights, Illinois

PIN # 24-31-100-021-0000

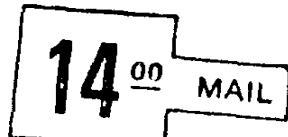
which, with the property hereinafter described, is referred to herein as the "premises."

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, in-a-door 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.

MAIL TO:

Evergreen Plaza Bank
9640 S. Western Ave.,
Evergreen Pk., Ill. 60642

← Prepared by



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TRUST DEED

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The Installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No.....

Mount Greenwood Bank

as trustee

Trustee

Property Address:

For the protection of both the borrower
and lender, the note secured by this Deed
should be identified by the Trustee
named herein before the trust Deed is
filed for record.

IMPERIAL

CIVEN under my hand and notarial seal, this
30th June A.D. 19 86

Vice-President of Mount Greenwood Bank, and

...the underwriters agreed
a Notary Public, in and for said C
that Randall D. Ytterberg

STATE OF ILLINOIS }
COUNTY OF COOK }

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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 time 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 for 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.

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Mount Greenwood Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Mount Greenwood Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Mount Greenwood Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Mount Greenwood 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 Trust Officer-Assistant Cashier, the day and year first above written.

MOUNT GREENWOOD BANK

As Trustee as aforesaid and not personally,

By *Frank C. Gaffey*
Vice-President
Trust Officer

ATTEST *Frank T. Boisjoly*
Assistant Trust Officer

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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 sale, without notice, without regard to the solvency or insolvency at the time of application

5. The proceeds of any foreclosure sale of the premises shall be distributed among the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; second, on account of all costs and expenses incurred in the preparation of the premises for sale; third, all legal representatives of beneficiaries, as their rights may appear; fourth, any overplus to First Party, its heirs, all remaining unpaid on notes, with interest thereon as herein provided; fifth, all principal and interest remaining unpaid on items which under the terms of the contract secured indebtedness additional to that evidenced by the deedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other debts, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note: fourth, any overplus to First Party, its legal representatives or beneficiaries, as their rights may appear.

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 note and any other note or instrument executed by the note holder in favor 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, said option to be exercised at any time after the expiration of said three day period.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized to pay taxes or assessments, may do so according to any bill, statement or estimate from the appropriate public office without regard to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, his successors and assigns, forever,
for the purposes, and upon the uses and trust herein set forth.

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Property of Cook County Clerk's Office
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IL. The Note secured by this Trust Deed shall be immediately due and payable upon the sale or transfer of the Real Estate pledged as collateral by deed, articles of agreement, or otherwise, or a change in the beneficial interest of the trust holding title, either without the prior written consent of the holder of the note.

First party hereby waives any statutory right of redemption from a foreclosure sale as fully as such waiver may be given pursuant to applicable law.