

12.00

86395891

THE ABOVE SPACE FOR RECORDERS USE ONLY

AUG 28 '86 70-74-406

THIS INDENTURE, Made August 20th 1986, between First National Bank of Skokie, a national banking association, 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 December 11, 1984 and known as trust number 51826T herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a note bearing even date herewith in the PRINCIPAL SUM OF ---Forty Three Thousand Three Hundred Twenty Five and 00/100 DOLLARS, \$43,325.00

made payable to BEARER 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 and interest on the balance of principal remaining from time to time unpaid at the rate of 1-1/4 per cent per annum in monthly installments as follows: \$450.00 DOLLARS on the 1st day of October 1986 and (\$450.00) DOLLARS on the 1st 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 1st day of September 1993 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 payment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois in said Village

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 situated, lying and being in COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 8 in Kronn and Dato's Main Kostner Subdivision of the North West quarter of the South East quarter of the West half of the West half of the South West quarter of the South East quarter of Section 22, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. \*

Property Address: 4217 West Main Street - Skokie, Illinois 60076 P.I.N. 10-22-403-003-00000

F.A.

THIS INSTRUMENT PREPARED BY: Dorothy Brauer FIRST NATIONAL BANK OF SKOKIE 8001 Lincoln Ave., Skokie, IL

\*\*See Rider Attached & Made Part Hereof

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 thereon 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 thereon 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, doors covering the outdoor 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, 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.

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: (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 said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or claim superior to the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (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) refrain from making material alterations in and premises except as required by law or municipal ordinance; (7) pay before any penalty 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; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in companies 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 rights 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 Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 thereon, 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note 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, forfeiture, tax lien or title or claim thereon.

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 anything in this trust deed to the contrary become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest of 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.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated or to items to be expended after entry of the decree or proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

(CONTINUED ON REVERSE SIDE HEREOF)

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NAME FIRST NATIONAL BANK OF SKOKIE  
STREET 801 LINCOLN AVENUE  
CITY SKOKIE, ILLINOIS 60077

FOR RECORDERS INDEX PURPOSES  
PLEASE PRINT STREET ADDRESS OF ABOVE  
DESCRIPTED PROPERTY HEREIN  
4217 W. Main Street  
SKOKIE, ILLINOIS 60076

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

IN WITNESS WHEREOF, the undersigned, being the Assistant Vice President and Trust Officer of the First National Bank of Skokie, Illinois, do hereby certify that the foregoing instrument was duly executed and attested by its Assistant Secretary, the day and year first above written.

Assistant Vice President and Trust Officer  
*Florence Petel*

George J Logan  
Assistant Vice President of the

County of Cook, State of Illinois, that the undersigned, Notary Public, in and for said County, in the state aforesaid, do hereby certify that the undersigned, Assistant Vice President and Trust Officer of the First National Bank of Skokie, Illinois, do hereby certify that the foregoing instrument was duly executed and attested by its Assistant Secretary, the day and year first above written.

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Assistant Vice President of the

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19204-45-05388523A

RIDER FOR TRUST DEED

86295091

PARTY OF THE FIRST PART FURTHER COVENANTS AND AGREES:

1. That it will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the Note holder, which sum is to be held by holder of Note to pay said items when due; and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment and it shall have the right to pay bills for the above as rendered;
2. That it will not sell, assign, or transfer any right, title or interest in and to the property described in this Trust Deed or Mortgage or any portion thereof, or the beneficial interest of the Trust which holds Title to said property, without first obtaining written consent of the holder of the Note which this Trust Deed or Mortgage secures. In the event of a violation of this agreement, then such act, at the option of the holder of said Note, shall cause the then said Note to become immediately due and payable.
3. The term "Party of the First Part" includes all Mortgagors under this Trust Deed or Mortgage. The obligations of all Mortgagors hereunder are joint and several.
4. THIS LOAN IS PAYABLE IN FULL AT THE END OF 7 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

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