

TRUST DEED

1987 JUL 29 PM 1:38

87415638

71-01-2570 (684)

Heritage Bremen Bank and Trust Company
CHICAGO, ILLINOIS
OFFICAT 25VC

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 23 1987, between BREMEN 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 Company in pursuance of a Trust Agreement dated February 10, 1986 and known as trust number 86-2676, herein referred to as "First Party," and Heritage Bremen Bank and Trust Company

13.00

an Illinois corporation herein referred to as TRUSTEE, witnesseth: Demand
THAT, WHEREAS First Party has concurrently herewith executed an ~~INDENTURE~~ note bearing even date herewith in the Principal Sum of

Two Million Five Hundred Thousand and no/100ths Dollars, made payable to ~~BEARER~~ Heritage Bremen Bank and Trust Company 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 from date heron on the balance of principal remaining from time to time unpaid at the rate of Prime at per cent per annum in instalments as follows: INTEREST PAYABLE QUARTERLY Continental Illinois National Bank and Trust Co. Floating Rate

~~Deliver on the xxxxxxxxxx day of xxxxxxxxxx 1987~~ and INTEREST PAYABLE QUARTERLY
~~Deliver on the xxxxxxxxxx day of xxxxxxxxxx 1987~~ 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 DEMAND ~~xxxxxxx~~
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 instalment unless paid when due shall bear interest at the ~~then current prime rate~~ and all of said principal and interest being made payable at such banking house or trust company in Tinley 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

Heritage Bremen 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

Lots 1,2,3 and the North 1/2 of Lot 4 (except the East 17 feet thereof in said lots) in Block 24 of A.T. McIntosh addition to Midlothian Farms, being a subdivision of the South West 1/2 of the South East 1/2 and the East 1/2 of the South East 1/2 of Section 9 and the West 1/2 of the South West 1/2 and the West 33/80 of the East 1/2 of the South West 1/2 of Section 10 Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. #28-09-404-015,016,017,018 87415638

The North 1/2 of a tract of land described as follows: The South 1/2 of Lot 4 and all of Lot 5 in Block 24 in Arthur T. McIntosh's addition to Midlothian Farms, being a subdivision of the South West 1/2 of the South East 1/2 and the East 1/2 of the South East 1/2 of Section 9, and the West 1/2 of the South West 1/2 and the West 33/80 of the East 1/2 of the South West 1/2 of Section 10, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. #28-09-404-019

Lots 3 and 4 in subdivision of the South 1/2 of Block 13 in A.T. McIntosh's addition to Midlothian Farms, being a subdivision of the Southwest 1/2 of the Southeast 1/2 and the East 1/2 of the Southeast 1/2 of Section 9 and the West 1/2 of the Southwest 1/2 and the West 33/80ths of the East 1/2 of the Southwest 1/2 of Section 10, all in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. #28-09-402-018

...in good condition and repair, without waste, and free from mechanic's 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 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 holders of the notes; (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 hereof; (6) refrain from making material alterations in said 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereunder, by 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

NAME Heritage Bremen Bank and Trust Co.
STREET 17500 S. Oak Park Ave.
CITY Tinley Park IL 60477
INSTRUCTIONS OR BOX 333-GG
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
14930 Cicero, Vacant Land Re
149th & Cicero 14816 Cicero
Oak Forest, Illinois 60452

87415638

UNOFFICIAL COPY

RECORDS

INSTRUCTIONS

OR BOX 333-CG

NAME: Heritage Bremen Bank and Trust Co.
STREET: 17500 S. Oak Park Ave.
CITY: Tinley Park IL 60477

14930 Cicero, Vacant Land Re
1491th & Cicero 14816 Cicero
Oak Forest, Illinois 60452

87415638

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

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 party with said real estate and during all such times as First Party, its successors or assigns may be entitled thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, storm doors and windows, floor coverings, matted beds, awnings, awnings and water heaters. All of the foregoing are declared to be a part of and 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.
TO HAVE AND TO HOLD the premises into the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter 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 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 holders of the notes; (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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereon in all 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; and (10) 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 hereon in all 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.

This document prepared by
Anita J. Flasz for Heritage Bremen Bank and Trust Co.
17500 S. Oak Park Ave.
Tinley Park IL 60477

See attached rider for legal description

STATE OF ILLINOIS, to-wit:

THIS INDENTURE, Made July 23, 1987, between HERITAGE BREMEN 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 Company in pursuance of a Trust

THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED

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COOK COUNTY, ILLINOIS

71-01-2570 (184)

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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 hereunder 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 thereof, or redeem from any tax sale or forfeiture 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 paid by the holders of the note. 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 thereof.

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 the note or 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 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, said 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 as to items to be expended after entry of the decree of foreclosure, and the cost of procuring 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 to such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of ~~10%~~ 12% 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) the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 secured indebtedness additional to that evidenced by the note, 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 assigns, as their rights may appear.

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 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 by 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 use, 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 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.

*Then current Prime Rate
#11 see attached rider

11. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Trustee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the Note secured hereunder. Whenever, the Bank, its successor, or assigns shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate, and the effective date of any such increase shall be the date of such transfer or conveyance. The grant of a security interest hereby specifically excludes any security interests in furniture, appliances, kitchenware, and any other property which qualifies as "household goods" as defined in 12 C.F.R. 227.12, unless such security interests are either possessory security interests or purchase money security interests.

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Attest Udney Tancor
ASST. Secretary

I, Linda Lee Lutz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sr. Vice Heritage ASST. Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice ASST. 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said ASST. Secretary then and there acknowledged that said ASST. Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said ASST. Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Linda Lee Lutz
Notary Public, State of Illinois

23rd day of July, 1987
Linda Lee Lutz
Notary Public 513 J91

FOR THE PROTECTION OF BOTH PARTIES TO THIS INSTRUMENT, THE INSTRUMENT MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
Trustee