

UNOFFICIAL COPY

TRUST DEED

1987 JUL 31 AM 10:34

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THE ABOVE SPACE FOR RECORDERS USE ONLY

71-01-2570 (1982)

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 June 24, 1986 and known as trust number 86-2766, herein referred to as "First Party," and

Heritage Bremen Bank and Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth: Demand
THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Two Million Five Hundred Thousand and no/100----- 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 hereon 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 & Trust Co.
Floating Rate

~~Balance on the xxxxxxxx~~ and INTEREST PAYABLE QUARTERLY

14%

~~Balance on the xxxxxxxx~~ except that the final payment of principal and interest, if not sooner paid, shall be due on the DEMAND ~~at xxxxxxxx~~
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 ~~xxxxxx~~ 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 AND STATE OF ILLINOIS, to wit:

See attached rider for legal description

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

HFO WM

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, 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 First Party 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.

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 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 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 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 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

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

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
15028 S. Cicero Avenue
Oak Forest IL 60452

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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 successors 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.

Lot 3 except the East 17 feet thereof, in Block 39 in A.T. McIntosh's Addition to Midlothian Farms being a subdivision of the SW 1/4 of the SE 1/4 and the East 1/4 of the SE 1/4 of Section 9 the West 1/4 of the SW 1/4 and the West 33/80ths of the East 1/4 of Said Southwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
#28-09-274-023

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COOK COUNTY Clerk's Office