Inden UNOFFICIAL COPY &

First National Bank, of Illinois Banking Corporation, not personally but as Trustee under the provisions of a Chicago Heights Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement 1479

dated July 2, 1973

and known as trust number

herein referred to as "First Party," and

MATTESON-RICHTON BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

87431998

-----(\$55,000) DOLLARS.

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 in

SEVEN HUNDRED AND 00/100---instalments as follows: day of July

19 87, and SEVEN HUNDRED AND 00/100--- DOLLARS

DOLLARS,

on the lst on the

day of each month

thereafter, xxxxxxxinxkidingxille

19 89, with interest from disbursement date day of

on the principal bal-

ance from time to time unpaid at the rate of Ten (10%)

per cent per annum payable monthly

; each of said instalments of principal bearing interest after maturity at the rate of sexes per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Matteson,

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 Matteson-Fighton Bank

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 un'o the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

AND STATE OF ILLINOIS, to wit:

Lots 19 and 20, the North 60.5 feet of the West 107.7 fee: of Lot 22 (said 60.5 feet being measured on the West line of Lot 19 and the East line of Ash Street), and the South 96.66 feet of the East 160 feet of Lot 22, all in A. V. McEldowney's Subdivision of 5 acres in the South East Corner of Lot 4 of the County Clerk's Division in the North East Quarter of Section 29, Township 35 North, Pange 14 East of the Third Page 28 as Document Number 1406846 in Cook County, Illinois.

Permanent Real Estate Tax No: 32-29-221-018: 32-29-221-020 26 F 2 2

Otherwise known as: 2510-2520 Chicago Road, Chicago Heights, Illinois

The hereinabove described property shall not be transferred to anyone desiring to assume the above-mentioned indebtedness without the bank's consent, and Grantons and their prospective Grantees or vendees shall first procure the written consent of the bank before any such transfer shall be consummated. In the event of a transfer without the Bank's consent, the entire amount of the indebtedness shall become due and payable. The mortgagor hereby waives any and all rights or redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

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

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aloresaid 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 frem 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 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, when due, and upon written request, to furnish to Trustee or to holders of the note cuplicate 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 previding 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 holders of the note, such rights to be evidenced by the standard morigage clause to be strategied to each policies. In order all policies, including additional and renewal policies to holders. 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 incurance 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 may act hereinhefore set forth in any form and manner deemed expedient. Find may, but need not, make full or partial payments of principal or interest on prior encumbrances, and may, and purchase, discharge, conv.comise 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 thich 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 10% per out per annum. Inaction of Trustee er holders of the note of this paragraph.
 - 2. The Trustee or the holders of the note herely 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, tay lien or title or claim thereof.
 - 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, no withstanding 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 instalment 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 openifically set forth in paragraph one hereof and such default shall continue for three days, said option of 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 foreclese the lien hereof. In any suit to foreclese 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 expent 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, guarafter entry of the decree) 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 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 foreclose 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.
 - 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

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or 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 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.
- 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 emissions 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 and 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 now a greated a certificate on any instrument identifying same as the 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 content and which purports to be executed on behalf of First Party; and where the release is requested to five original trustee and it has now a executed a certificate on any instrument identifying same as the mote 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 pursented and which conforms in substance with the description herein contained of the note and which pursents 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 country in which the premises are situated to reasonable and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - JUNE TO

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, ravething herein to the contrary not-withstanding, 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 instrume a is executed and delivered by FNB of CH * as Trustee, solely in the exercise of the powers contened upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced its agents, or employees, on account hereof, or on account of any covenant, against, FNB of CH * 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 se ond 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 roles 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 PNB of CH 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, First National Bank Abt personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer _____, and its corporate seal to be hereunto affixed and attested by its ______, the day and year first above written. *First National Bank of Chicago Heights

THIS DOCUMENT PREPARED BY: Richard L. Treichel Attorney at Law 600 Holiday Plaza Dr., Suite 330 Matteson, IL 60443

FIRST NATIONAL BANK OF CHICAGO HEIGHTS As Trustee as aforesald find not personally, Trust

Julinear Line Administrative Assistant

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COUNTY OF COOK	
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STATE OF ILLINOIS

, in the State aforesaid, DO HEREBY
ust Officer
Bank of sand Lillian Gnaster,
me to be the same persons whose names are
ch Trust Officer
spectively, appeared before me this day in and delivered the said instrument as their and voluntary act of said Bank, as Trustee
ein set forth; and the said
there acknowledged that, as custedian the corporate seal of said Bank to said in-
tary act and as the free and voluntary act the uses and purposes therein set forth.
seal, this 24th
A.D. 19_87
Ovacia Granutti Notary Public.

Trustee.

EXONERATION CLAUSE IS ATTACHED. HERETO AND MADE A PART HEREOF.

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

For the protection of both the borrower and lender, the note secured by this True named herein before the Trust Jeed is Deed should be identified by the Tunion IMPORTANT

filed for record.

15 <u>0:</u>

TRUST DIVISION

TRUST DEEI

PIRST NATIONAL BANK OF CHICAGO HEIGHTS

as Trustee

Trustee

Property Address:

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Property of Country Clerk's Office

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EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either expressor implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall In no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No. 1479

Trust Office:

By

A31999