

UNOFFICIAL COPY

Box 451

TRUST DEED

Trustee

DEPT-10-1-300
#8257-5-C #87-457405
COOK COUNTY RECORDER

Heritage Financial Services

Bank

87-457405

10
13/11/09
DUPLICATE

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 61-1-188-1887

BY: 61-1-188-1887

1987 AUG 19 PM 1:11
HARRY BUSBY JR
REGISTRAR OF DEEDS

364MP88TRANT

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

FILED IN BOOK 61-1-188-1887

DELIVER TO: 5332

TICOR

TICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX

2-3336202

County Clerk's Office

1. the undersigned _____ a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Norman E. Rebenstorff, Jr., President & Trust Officer of COMMUNITY BANK OF HOMERWOOD FLOSMOOR and Pamela K. Stefik, Asst Vice President _____ and _____

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of July A.D. 1987

Quinn J. [Signature]
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

SS.

500725428

This Indenture, **UNOFFICIAL COPY** **87457405**
made July 24, 1976, between COMMUNITY BANK OF
HOMEWOOD-FLOSSMOOR, an Illinois Corporation 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

October 12, 1976 and known as trust number 76102 herein referred
to as "First Party," and HERITAGE BANK AND TRUST COMPANY
an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date
herewith in the PRINCIPAL SUM OF

FIVE HUNDRED THOUSAND AND NO/100----- 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 and interest

on the balance of principal remaining from time to time unpaid at the rate
of 10.25* per cent per annum in installments as follows: Four Thousand Nine Hundred Eight DOLLARS
and 22/100 (\$4,908.22)

on the 1st day of October 19 87 and Four Thousand Nine Hundred Eight DOLLARS
and 22/100 (\$4,908.22)

on the 1st day of each and every 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 19 93. 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 installment 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

18141 DIXIE HIGHWAY, HOMEWOOD, IL

PARCEL 1:

That part of Lots 7 and 8 in County Clerks Division of the West 1/2 of the South East 1/4
of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, described
as follows: Beginning at the South East corner of Dixie Highway and Hickory Road (formerly
Roe Street), said point being 30 feet South of center of Hickory Road and 33 feet East of the
West line of the West 1/2 of the South East 1/4 of Section 31 aforesaid, thence South along
the East line of Dixie Highway said East line being 33 feet East of and parallel with the
West line of the West 1/2 of the South East 1/4 of said Section 31, a distance of 90 feet
for a place of beginning, thence East along a line parallel with and 90 feet South of the
South line of Hickory Road, a distance of 148 feet, thence South along a line parallel
with and 148 feet East of the East line of Dixie Highway, a distance of 154.31 feet to a
point in a line which is 903.38 feet North of and parallel with the South line of said South
East 1/4, thence East along a line parallel with the South line of said South East 1/4, a
distance of 149 feet to a point in a line 297 feet East of and parallel to the East line of
the Dixie Highway, thence South along a line parallel with the East line of said Dixie Highway
a distance of 50 feet to a line 853.38 feet North of and parallel to the South line of said
South East 1/4, thence West parallel with the South line of said South East 1/4, a distance
of 297 feet to the East line of Dixie Highway, thence North 204.31 feet to the place of
beginning.

ALSO

PARCEL 2:

The North 31 feet of that part of the West 1/2 of the South East 1/4 of Section 31, Township
36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:
Beginning at the North East corner of Lot 1 in the Subdivision of Lot 6 in the County Clerks
Division of the West 1/2 of the South East 1/4 of said Section, according to the plat thereof
recorded October 21, 1927 as Document Number 9816722 in Book 253 of Plats Page 2, thence
West along the North line of said Lot 1 and the North line extended 297 feet to the East
line of Dixie Highway, thence North along said East line of Dixie Highway, 346 feet, thence
East parallel with the North line of said Lot 1, a distance of 297 feet, thence South parallel
with the West line of the South East 1/4 of said Section, 346 feet to the place of beginning,
all in Cook County, Illinois.

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 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 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 hereinbefore 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of ~~six~~ ~~percent~~ 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 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 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of ~~six~~ ~~percent~~ 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 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

87457405

UNOFFICIAL COPY

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 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 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 thereof 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.

11. In the event of the sale, transfer, assignment or conveyance of the beneficial interest in the aforesaid trust, or any part thereof, or in the event of the sale, transfer, assignment or conveyance of the title to the aforesaid premises, or any part thereof, or in the event of the sale on installment payments of the aforesaid premises or any part thereof by the aforesaid Mortgagor or the holder of the beneficial interest in the trust or their assignees, transferees or grantees at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgagee's regulations then in effect, the entire unpaid balance of the principal and interest and advances, if any, shall immediately become due and payable without notice at the option of the mortgagee, and the aforesaid sum shall bear interest at the rate of 10.25% * % per annum from the date of said sale, transfer conveyance or the making of a contract to sell on installment payments until paid.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, 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 trust deed.

THIS TRUST DEED is executed by COMMUNITY BANK OF HOMEWOOD FLOSSMOOR, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMUNITY BANK OF HOMEWOOD FLOSSMOOR hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said COMMUNITY BANK OF HOMEWOOD FLOSSMOOR personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COMMUNITY BANK OF HOMEWOOD FLOSSMOOR personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COMMUNITY BANK OF HOMEWOOD FLOSSMOOR 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 Secretary, the day and year first above written.

THIS INSTRUMENT PREPARED BY:

Chlorine Skroyer
HERITAGE/COUNTY BANK
12015 SOUTH WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

COMMUNITY BANK OF HOMEWOOD - FLOSSMOOR
As Trustee as aforesaid and not personally.

By *[Signature]*
President & Trust Officer
ATTEST *[Signature]*
Assistant Vice President

87457405