

UNOFFICIAL COPY

THIS INDENTURE, Made July 5, 1977, between The Trust Company of Chicago and Trust Company of Illinois... and known as trust number 312

made payable to BEAUMONT Northwest National Bank of Chicago... on the 15th day of September 1987 and Six Thousand Forty Two and 86/100 on the 15th day of March 1988 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 15th day of August 1992.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms... Village of Hoffman Estates COOK AND STATE OF ILLINOIS, to wit

Lot 11 in Barrington Square Industrial Center Unit Number 1, a subdivision of Part of Fractional Section 6, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 20, 1970 as Document Number 21323708, in Cook County, Illinois.

Commonly known as: 2100-16 Stonington Avenue, Hoffman Estates, IL 60173 Real Estate Index Number: 07-06-102-002

This document prepared by: Lesley J. Wazelle Northwest National Bank of Chicago 3985 N. Milwaukee Avenue Chicago, Illinois 60641



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which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, easements, covenants, conditions, and appurtenances thereto belonging, and all rents, issues and profits thereon...

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. 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 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 hereon in any suit to foreclose the lien hereon, there shall be allowed and included additional indebtedness in the debt for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, purchase of 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 or procuring all such abstracts of title title searches and examinations, guaranties, 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 in bidding at any sale which may be had pursuant to such decree or decree of foreclosure, the full 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 ten per cent per annum when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including any foreclosure 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 hereon after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any foreclosure 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 apportioned in the following order of priority: First, on account of all costs and expenses incurred in 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 surplus 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 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 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.

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Box

TRUST DEED

NORTHWEST NATIONAL BANK OF CHICAGO  
TRUST DEPARTMENT  
300 N. Dearborn St.  
CHICAGO, ILL. 60610

NORTHWEST NATIONAL BANK OF CHICAGO  
TRUST DEPARTMENT  
300 N. Dearborn St.  
CHICAGO, ILL. 60610

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1300

MAIL

THIS SPACE FOR RECORDING USE ONLY

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER, THE NOTE SECURED BY THIS TRUST DEED  
SHOULD BE IDENTIFIED BY THE TRUSTEE'S NAME HEREIN.  
IN RETURN THE TRUST DEED IS FILED FOR RECORD.

The instrument was recorded on 12/6/89 with Trust Deed No. 98-26/87 09:07:00  
Chicago Title & Trust Company, Inc.  
720165

Commission expires 12/6/89  
August 18

Given under my hand and official seal, this  
18th day of August, 1987

William H. Killian, Vice President and Trust Officer  
Antia D. Kraus  
Suzanne M. Amotte

STATE OF ILLINOIS  
COUNTY OF COOK  
The Bank and Trust Company of Arlington Heights, Inc.  
and Trust Officer  
THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, INC.  
AND TRUST OFFICER  
AND NOT PERSONALLY

DEPT-01 RECORDING 98-26/87 09:07:00  
#213 # 2 07-470504  
This Trust Deed is secured by the  
The Bank and Trust Company of Arlington Heights, Inc.  
and Trust Officer  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 18th day of August, 1987.

87470504

# UNOFFICIAL COPY 0 4

(BUSINESS)

RIDER ATTACHED TO TRUST DEED DATED July 15, 1987

from The Bank and Trust Company of Arlington Heights as Trustee U/T #312 and not personally  
TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

The Mortgagor further agrees to deposit with the Northwest National Bank of Chicago on each monthly payment date an amount equal to 1/12th of the general real estate taxes for the current year and of the annual hazard insurance premiums on the real estate secured by the mortgage described above.

In the event that the Mortgagor shall convey title to or otherwise suffer or permit its equity of redemption in the property described in this mortgage to become vested in any person or persons other than the Mortgagor or a successor trustee under the Trust Agreement as Trustee of which Mortgagor has executed this mortgage, or in the event that the present owner or owners of all or any part of the beneficial interest under the hereinabove described Trust Agreement, as Trustee of which Mortgagor has executed this mortgage, shall cause or permit any conveyance of all or any part of their interest under the Trust Agreement, or cause or permit said interest, to become vested in any manner or proportion different from that existing on the date of this mortgage (except when the difference in such manner or proportion results solely from a bequest or operation of law upon the death of any such owner who is an individual) then in either such event, Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its rights to require or enforce performance of this provision or to exercise the remedies hereunder. For the purposes of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental or political subdivision thereof or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note. The First Party 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.

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