

TRUST DEED

875284100

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 15 1987, between Marquette National Bank, a National Banking Association, not 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 September 10, 1987 and known as trust number 11714, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, A National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of

SEVENTY FIVE 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 as follows:

\$1012.02 on the first day of December, 1987 and \$1012.02 on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if sooner paid, shall be due on the first day of November, 1997

DEPT OF RECORDING \$14.25 TRAN 2440 09/28/87 15:28:00 # 0 # 87 528400 COOK COUNTY RECORDER

including with interest on the principal balance from time to time unpaid at the rate of 10.5% per cent per annum payable monthly.

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 rate of 10.5% per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Marquette National Bank 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:

1)

Lot 1 in George C. Duffy's Subdivision of the North 183.50 feet of the West 117 feet of the East 207.46 feet and the North 165.96 feet of the West 8.46 feet of the East 315.92 feet of the West 7.31 chains of the Northwest quarter (1/4) of Section 33, Township 38 North, Range 13, East of the Third Principal Meridian, lying North of State Road (except the North 50 feet taken for street) in Cook County, Illinois.

Commonly known as 5541-45 West 79th Street, Burbank, Illinois

P.I. # 19-33-100-025-0000

CFAD

2)

Lots 1, 2, 3 and 4 in Elmore's 79th Street and Central Avenue Subdivision being a Subdivision of the West 175 feet of that part of the North West 1/4 of Section 33, Township 38 North, Range 13 East of the Third Principal Meridian lying Northerly and Westerly of the Center Line of State Road (except the East 8.46 feet of the North 165.96 feet thereof) in Cook County, Illinois

Commonly known as 5553-5559 West 79th Street, Burbank, Illinois

which, with the TOGETHER with so long and during real estate and of water, light, power, window shades, and of said real estate premises by First TO HAVE AND IN SET FORTH.

IT IS FURTHER 1. Until the restores or rebuild in good condition (2) pay when due (3) pay before against the premises now to be by the insurance by, all in company

D E L I V E R Y INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER 300

Burbank, Illinois

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UNOFFICIAL COPY

RECORDERS OFFICE, BOX 300, CHICAGO, ILLINOIS 60636

INSTRUCTIONS

OR

NAME: Marquette National Bank
 STREET: 6316 South Western Avenue
 CITY: Chicago, Illinois 60636

1) 5541-45 W. 79th St.
 Butbank, Illinois

2) 5555-59 W. 79th St.
 Butbank, Illinois

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

which, with the property hereinafter described, is referred to herein as the "premises,"

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 here-

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THIS INSTRUMENT PREPARED BY:
 Cheryl Doyle 9/15/87 6316 South Western Avenue, Chicago, Illinois

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TRUST DEED

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holders of the note, such rights to be exercised by the standard mortgage clause... and to deliver all policies, including additional and renewal policies to holders of the note...

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...

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...

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 objects and expenses 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...

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 with, or 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 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 thereto 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 if he 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 or 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. The Holder of the days in arrears, to cover the

12. In addition to the general taxes with each month on demand, such add

13. With respect to an any interest on any such (by the holder of the note (the terms hereof, or of the same in reduction of said (

In the event Mortgagor shall of any interest herein, or shall be Note secured hereby being first, specified in the note, immediate)

THIS TRUST DEED is conferred upon and vested in this instrument), and it is said First Party or on said hereunder, or to perform a person now or hereafter personally are concerned, the premises hereby conveyed to action to enforce the persons IN WITNESS WHEREOF dent, and its corporate seal

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally,

By Anne M. Schaurich VICE-PRESIDENT
Attest Patricia Crotty ASSISTANT SECRETARY
Patricia Crotty,

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their 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 17th day of September, 19 87.

"OFFICIAL SEAL"
CHERYL DOYLE
Notary Public, State of Illinois
My Commission Expires 12/12/89

Notary Public
Cheryl Doyle

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
REL #7057

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

TRUST DEED

87528400

THE ABOVE SPACE FOR RECORDERS USE ONLY

① 280299

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DEPT-01 RECORDING \$14.25 TRAN 2460 09/26/87 15:20:00 # 1-27 528400 COOK COUNTY RECORDER

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10.5% per cent per annum payable monthly.

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 rate of the ~~note~~ and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Marquette National Bank 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:

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P.I. # 19-33-100-025-0000

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