

**This Indenture**, Made September 21 1987, between Worth Bank and Trust  
 a corporation of Illinois, 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 15, 1987 and known as trust number  
 4214 herein referred to as "First Party," and  
 CHICAGO TITLE AND TRUST COMPANY

14<sup>00</sup>

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the

PRINCIPAL SUM OF

FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100-----DOLLARS,

made payable to ~~BEARER~~ WORTH BANK AND TRUST 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 10.50 per cent per annum in Consecutive Monthly instalments

as follows: FIVE THOUSAND TWO HUNDRED FORTY-ONE AND 49/100 Plus 1/12 Annual Real Estate Taxes; <sup>Taxes;</sup> ~~DOLLARS~~

on the 1st day of October 1987 and FIVE THOUSAND TWO HUNDRED FORTY-ONE AND <sup>49/100 plus 1/12 Annual Real Estate Taxes;</sup> ~~DOLLARS~~

on the 1st day of each Consecutive 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 92. 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 ~~ten~~ <sup>ten and one-half</sup> per cent per annum, and all of said principal and interest being made payable at such banking house or trust

company in Worth 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 WORTH BANK AND TRUST

in said City, Village.

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 Village of Worth COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

The North 226 Feet of the South 259 Feet of the East 1/2 of the West 4/7 of Lot 8  
 of County Clerk's Division of Lot 2 in Subdivision of the North 1/2 of Section 18,  
 Township 37 North, Range 13 East of the Third Principal Meridian, the South line of  
 said Lot 8 being the South line of said North 1/2 of Section 18, in Cook County,  
 Illinois.

7110-7120 West 107th Street  
 Worth, Illinois 60482  
 COOK COUNTY, ILLINOIS  
 FILED FOR RECORD

P.L.N. #24-16-101-081-0000

1987 SEP 29 PM 3: 27

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This Document Prepared by:  
 Mary Jane Chapman  
 6825 W. 111th Street  
 Worth, IL. 60482

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

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

Box \_\_\_\_\_

TRUST DEED

NORTH BANK AND TRUST

as Trustee  
TO

Trustee

Mae To

NORTH BANK AND TRUST

6825 West 111th Street

WORTH, ILL.

Attn: Mary Spive

*Mary Spive*

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The Instrument Note mentioned in the within Trust Deed has been identified herewith under

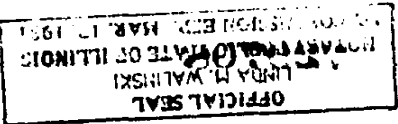
Identification No. 720708

CHICAGO TRUST & TRUST COMPANY, TRUSTEE

ASST. SECRETARY

Trustee

Property of Cook County Clerk's Office



Notary Public

day of September A.D. 19 87

GIVEN under my hand and notarial seal, this 21st day of September 1987, I, Linda M. Walinski, Notary Public, State of Illinois, did appear 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 A.T.O., T.O., and A.T.O., respectively, subscribed to the foregoing instrument as such T.O., and A.T.O., 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 A.T.O., T.O., and A.T.O., respectively, subscribed to the foregoing instrument as such T.O., and A.T.O., 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.

BEVERLY VAN DYKE, ASST. TRUST OFFICER of the North Bank and Trust, and

MARILYN C. SAJDAK, TRUST OFFICER a Notary Public, in and for said County, in the State aforesaid, Do Heavy Certify, that the undersigned

STATE OF ILLINOIS  
COUNTY OF COOK



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 mechanics' 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 and protect 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 premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insured 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 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 hereinafter 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 eight per cent per annum. Satisfaction 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 agreed 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 a celebration 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, 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 preparation of 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 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 eight 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.
- 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, to 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 hereafter 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 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

or its successors or assigns shall be considered as constituting part of the real estate.

therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid 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

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