

UNOFFICIAL COPY

TRUST DEED

1987 OCT -9 AM 10:27

87549371

VIA COMMERCIAL
NOTICE SERVICE

87549371

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 1, 1987, between BREMEN BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated August 18, 1977 and known as trust number 77-948, herein referred to as "First Party," and HERITAGE BREMEN BANK & TRUST COMPANY

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 Forty-Nine Thousand & 00/100 -----

Dollars,

made payable to ~~BREMEN~~ HERITAGE BREMEN BANK & TRUST COMPANY 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 from date hereon on the balance of principal remaining from time to time unpaid at the rate of Ten per cent per annum in instalments as follows:

Six Hundred Forty-Seven & 55/100 Dollars on the 1st day of November 1987 and Six Hundred Forty-Seven & 55/100---

Dollars on the 1st day of each monthly 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 November 1987. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Tinley Park 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 HERITAGE BREMEN BANK & TRUST COMPANY 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:

LOT 5 IN BLOCK 26 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NUMBER 3, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM. TAX NO. 23-25-229-005-0000

This document prepared by Darlene Fila for Heritage Bremen Bank & Trust Co. 17500 S. Oak Park Avenue Tinley Park, IL 60477

THIS TRUST DEED IS SUBJECT AND SUBORDINATED TO THE TRUST DEED AS DOCUMENT NUMBER 87549369

12.00

THIS IS A MORTGAGE INSTRUMENT

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 thereon 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, inador 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.

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 hereinafter 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 notes; (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 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 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

NAME: Heritage Bremen Bank & Trust Co.
STREET: 17500 S. Oak Park Avenue
CITY: Tinley Park, IL 60477

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
6450 W. 122nd Street
Palos Heights, IL 60463

INSTRUCTIONS: OR
RECORDER'S OFFICE BOX NUMBER

87549371

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,

I, M. J. O'CONNOR, Notary Public, State of Illinois

Notary Public, State of Illinois
Dorothy R. F. Hill
"OFFICIAL SEAL"

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

Notary Public
day of Oct. 1st 1987

Asst. Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that such Vice President and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President of the BREMEN BANK AND TRUST COMPANY and _____ Secretary of said Company, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ Notary Public in and for said County, in the State aforesaid, and Notary Public under my hand and Notary Seal this 1st day of Oct. 1987.

By _____
President
Secretary
BREMEN BANK AND TRUST COMPANY as Trustee as to said and not personally, COUNTY OF ILLINOIS } SS
STATE OF ILLINOIS }
ASST. VICE PRESIDENT and year first above written.

THIS TRUST DEED is executed by the Bremen Bank and Trust Company 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 Bremen Bank and Trust Company hereby warrants that it possesses full power and authority to execute the 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 part of any party or on said Bremen Bank and Trust Company personally or by the said note or any interest that may accrue or be claimed thereon or by any party or on said Bremen Bank and Trust Company personally or by the said note or any interest that may accrue or be claimed thereon, in the manner hereinafter set forth, by the payment thereof, by the enforcement of the lien hereby created, in the manner hereinafter set forth, or by action to enforce the personal liability of the borrower, if any.

IN WITNESS WHEREOF, Bremen Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. VICE PRESIDENT and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

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 loss or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require independent title examination to it before executing any power herein given.

9. Trustee shall release this trust deed and the lien thereon 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 of the note, produce and exhibit to Trustee a certificate of identification purporting to be executed by a prior Trustee hereunder or other representation Trustee may accept as true without liability. Where a release is requested of a successor Trustee such a certificate of identification shall be required as a condition of such release.

10. Trustee shall release this trust deed and the lien thereon 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 of the note, produce and exhibit to Trustee a certificate of identification purporting to be executed by a prior Trustee hereunder or other representation Trustee may accept as true without liability. Where a release is requested of a successor Trustee such a certificate of identification shall be required as a condition of such release.

11. Trustee shall release this trust deed and the lien thereon 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 of the note, produce and exhibit to Trustee a certificate of identification purporting to be executed by a prior Trustee hereunder or other representation Trustee may accept as true without liability. Where a release is requested of a successor Trustee such a certificate of identification shall be required as a condition of such release.