

118936811

TRUST DEED

ALCOHOL

87658380

Glenview State Bank

This Indenture, Made December 11, 1987, between the ~~FIRST NATIONAL BANK OF KANSAS~~
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 December 16, 1977

and known as trust number 1618 herein referred to as "First Party." and First National Bank of
herein referred to as *Trustee*, witnesseth: Lake Forest

That, ~~Whereas~~ First Party has concurrently herewith executed an ~~instrument~~ promissory note bearing even date herewith *
in the Principal Sum of Eighty thousand and NO/100ths-----Dollars

made payable to ~~Bank~~ First National Bank of Lake Forest and delivered, in and by which said Note 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 therein stated in instalments as follows:

Principal in the amount of \$1,000.00 plus interest monthly on the 11th to begin 1/15/68.

[illegible]

on the 06/26/2017 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 eleventh

day of June, 1988 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 *** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Lake Forest, 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 First National Bank of Lake Forest 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, quit and convey into the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

County of Cook and State of Illinois, to wit:

LOT 18 IN SUBDIVISION OF PART OF LOTS 6 AND 8 IN NORTH SHORE BORDERS, A SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT DOCUMENT 12,464,637, IN COOK COUNTY, ILLINOIS.

04-35-410-030

 $HE \cap$

*A note of Healthcare Labels, Inc. in the amount of \$80,000.00 dated 12/11/87 with a maturity of 6/11/88.

**and all extensions, renewals and substitutions thereof.

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

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto brought in and all rents, issues and profits thereof for so long and during all such times as First Party or its successors or assigns may be entitled thereunto and all proceeds or profits thereof to a party with said estate and secondarily and all apparatus, equipment or articles placed upon or attached thereto and used or intended to supply heat, air conditioning, water, light, power, refrigeration, water, gas, electricity, steam, hot water, cold water or heating or kitchen, restricting the foregoing) screens, window shades, storm doors and windows, door covers, floor mats, carpets, stairs 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 herein set forth.

It is further understood and agreed that:

[illegible]

***First National Bank of Chicago Prime + 1%

Box 15

67558380

2. The Trustee or the holders of the note hereby executed, in and to the satisfaction of the Trustee, shall be deemed to have accepted and agreed to the terms of any bill, statement or estimate procured from the appropriate public office without further proof of the accuracy of such bill, statement or estimate, and the validity of any tax, assessment, sale, forfeiture, tax lien or lien of claim thereon.

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 thirty days, said option to be exercised at any time after the expiration of said thirty 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 attorney'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 costs 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 10 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.

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 statutory period of redemption whether there be redemption or not, as well as during any further time 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 case 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 matter of fact 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, 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 represented 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. Without the prior written consent of the holders of the note, Mortgagees shall not convey or encumber title to the premises. Notwithstanding anything in the note of this Trust Deed to the contrary, at the election of the holders of the note and without notice to Mortgagee, for breach of his covenant all unpaid indebtedness secured hereby shall become immediately due and payable, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence to any such conveyance or encumbrance.

12. Acknowledges that the terms of said loan and the security interest granted to the Bank, including the rate of interest and the security given, are fair and reasonable and the undersigned, in executing necessary instruments to evidence and secure the indebtedness described herein, fully understands all terms and provisions contained therein, and was not and is not acting under duress, undue influence, pressure, misrepresentation or misrepresentation of direction by the Bank, or any officer or representative thereof.

13. Understand that the Bank's interest as creditor as aforesaid may, in the event of a default under the terms of the documents evidencing and securing the indebtedness described herein, conflict with the Bank's duties as trustee under the Trust Agreement described above, and agrees that the Bank may act in its own best interest to protect and enforce its security interest as described in paragraph 1, above and to otherwise obtain satisfaction of any indebtedness secured to it in the same manner as it could if it were not acting as trustee as aforesaid, and in connection with such protection and enforcement of its security interest may (i) file suits or proceedings at law, in equity or otherwise, for the foreclosure of its said security interest, for the appointment of a receiver for the property covered by said Trust Agreement of any part thereof, or for the enforcement of any other proper, legal or equitable remedy available under applicable law and (ii) in order to protect its said security interest may purchase for its own account the collateral described herein, or any foreclosure sale which results from a suit or proceeding instituted by the Bank of any third party of any UCC sale, in the same manner as is available to any creditor who is not acting as a trustee.

14. Mortgagees shall not and will not apply for or avail themselves of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Mortgage Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this trust deed, but hereby waive the benefit of such laws. Mortgagees for themselves and all who may claim through or under them waive any and all right to have the property and estates comprising the premises maintained upon any foreclosure of the lien hereof, and agree that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagees hereby waive any and all rights of redemption from sale or under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagees, the trust estate (if the undersigned is a land trustee) and all persons beneficially interested therein, and each and every person acquiring any interest, or title to, the premises described herein subsequent to the date of this trust deed, and on behalf of all other persons to the extent permitted by the provisions of Chapter 77 of the Illinois Revised Statutes (1981).

15. In order to further secure payment of the note and the observance and performance of Mortgagees' obligations hereunder, Mortgagees hereby assign, transfer, and set over to Trustee all of Mortgagees' right, title, and interest in, to, and against at least one or hereafter affecting any part of the premises, and in and to all of the rents, issues, profits, and other benefits now or hereafter arising from any part of the premises. Unless and until an event of default hereunder shall have occurred, Mortgagees shall be entitled to collect the rents, issues, profits and other benefits of the premises (except as otherwise provided in this trust deed) as and when they become payable. Mortgagees shall execute and deliver such further instruments evidencing the assignment of leases and rents, issues, profits and other benefits of the premises as may be requested by Trustee or the holders of the note. Trustee and the holders of the note shall be liable to account only for rents, issues, profits, and other benefits of the premises actually received by Trustee and the holders of the note pursuant to the provisions of this trust deed.

This Trust Deed is executed by ~~XXXXXX~~ 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 ~~XXXXXX~~ who warrants that it possesses full power and authority to execute this instrument, and if 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 ~~XXXXXX~~ but that personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or express or implied herein contained, all such liability, if any, being expressly assumed 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 assigns 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 entire term 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.

*First National Bank of Chicago Prime + 1%

Glenview State Bank

In Witness Whereof, ~~The First National Bank of Chicago~~ 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 Trust Officer, the day and year first above written.

The ~~Instrument~~ Note mentioned in the within

Trust Deed has been identified herewith under Identification No. 48679 and all extensions, renewals and substitutions thereof.

Prepared by and mail to:

Lea Henigar, Secretary
First National Bank of Lake Forest
265 E. Deerpath
Lake Forest, IL 60045

Glenview State Bank
First National Bank of Lake Forest

As Trustee as aforesaid and not personally,

By [Signature] Vice-President

ATTEST [Signature] SUP Trust Officer

STATE OF ILLINOIS

I, THE UNDERSIGNED

a Notary Public,

COUNTY OF LAKE

do hereby certify that KENNETH M. COOKE
Vice-President ~~XXXXXX~~, and MIROSLAVA F. WILSON SUP Trust Officer

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 Trust Officer 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 Trust Officer then and there acknowledged that HE, as custodian of the corporate seal of said Bank, did affix the same to the said instrument as HER own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid; to

GIVEN under my hand and notary seal

OFFICIAL SEAL
ARDA AKMAKJIAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/25/90

DECEMBER 87

[Signature]
Notary Public

**Glenview State Bank

***A note of Healthcare Labels, Inc. of \$80,000.00 dated 12/11/87 with a maturity of 6/11/88.

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

DEPT-91 RECORDING \$13.00
T#1111 TRAN 8727 12/14/87 12:29:00
#9979 # A *-87-658380
COOK COUNTY RECORDER

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