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UNOFFICIAL COPY

TRUST DEED

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87-88-464 Z

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made **DECEMBER 10** 19 **86**, between Amalgamated Trust & Savings Bank, an Illinois Banking Corporation, 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 **OCTOBER 1, 1982** and known as trust number **4680**, herein referred to as "First Party," and

OAK BROOK BANK

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

ONE MILLION NINE HUNDRED THOUSAND (\$1,900,000.00) Dollars,

made payable to ~~HEXNER~~ **THE ORDER OF OAK BROOK BANK** 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 herein after specifically described, the said principal sum and interest from

DATE OF DISBURSEMENT on the balance of principal remaining from time to time unpaid at the rate of ~~percent per annum over The Wall Street Journal Prime Rate fluctuating daily~~ payable as follows: **PAYMENT IN FULL UPON DEMAND WITH ACCRUED INTEREST PAYABLE ON THE 10th DAY OF EACH MONTH PRIOR TO DEMAND.**

~~Dollars of the~~ ~~day of~~ ~~month~~ ~~of~~ ~~19~~ ~~86~~ ~~at~~ ~~the~~ ~~office~~ ~~of~~ ~~OAK~~ ~~BROOK~~ ~~BANK~~ ~~in~~ ~~said~~ ~~City.~~

~~The interest rate being charged on said Note will be at all times equal to the prime rate as quoted in The Wall Street Journal Money Rates section, plus 1% as said rate may fluctuate daily. If at any time The Wall Street Journal Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on said Note will be equal to the highest prime rate being quoted in The Wall Street Journal Money Rates section, plus 1% of the highest prime rate fluctuating either up or down while any portion of the Note shall remain unpaid, the interest rate being so adjusted said Note shall be adjusted so that it shall at all times equal the highest prime rate being quoted in The Wall Street Journal Money Rates section, plus 1% of said prime rate fluctuating daily.~~

All payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal of each of said instalments unless paid when due shall be ~~payable~~ **payable** at such banking house or trust company in **OAK BROOK, 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 **OAK BROOK 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 hereby present, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

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* THE OAK BROOK BANK INDEX RATE PLUS 1.5% AS SAID RATE MAY FLUCTUATE DAILY.

** THE OAK BROOK BANK INDEX RATE PLUS 5% AS SAID RATE MAY FLUCTUATE DAILY. THE BENEFICIARIES OF THE FIRST PARTY HAVE HYPOTHECATED THEIR INTEREST IN SAID TRUST TO PATRICK TAYLOR AND MARY TAYLOR IN ORDER TO SECURE THE LOAN FROM THE OAK BROOK BANK TO PATRICK TAYLOR AND MARY TAYLOR DATED DECEMBER 10, 1986 IN THE AMOUNT OF \$1,900,000.00.

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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 therein 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 window, floor coverings, indoor 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 herein 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 liens 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 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 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

D	NAME	WILLIAM E. NAVOLIO
E		C/O OAK BROOK BANK
L	STREET	2021 SPRING ROAD
I		OAK BROOK, ILLINOIS 60522
V	CITY	
E		
R		
Y	INSTRUCTIONS	OR BOX 333-CA

RECORDERS OFFICE BOX NUMBER

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

HIGHLAND MEADOWS & CORONA ESTATES
HOFFMAN ESTATES, ILLINOIS

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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 date of expiration; lien 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 lien or claim thereon, 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect, enforce, defend and the like hereinafter set forth, shall be a first lien in priority to the 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 seven per cent per annum. Inaction 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 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 or 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 this note or in this Trust Deed to the contrary, become due and payable (a) immediately in the event 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, and 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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included an 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, stenographic 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, Tarpans 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 holders 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 seven 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, defendant 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, an account of all costs and expenses incident to the foreclosure proceedings, including all costs herein as provided in the preceding paragraph; second, the principal and interest on the note secured by this Trust Deed, including all interest additions as provided in the event of any default; 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 times when First Party, its successors or assigns, except for the insolvency 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, preservation, 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 ascertain the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute 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 a release satisfactory to it before exercising any power hereinafter 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 give 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 hereof, 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 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 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. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in this Trust Deed given to or by the Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned for his or her spouse, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of this Note, the undersigned promises to pay the same forthwith.

12. In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes assessed by the holder hereof, in such manner as the holder may prescribe, as if provided in the current year's tax obligation on the last day of each such year during the term of this obligation. If the amount estimated to be sufficient to pay said taxes and assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

13. The undersigned, acting pursuant to Illinois law, hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed.

14. The holder of the note secured by this Trust Deed, at its sole option, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, Extension Agreements shall not be necessary and need not be filed.

* THE OAK BROOK BANK INDEX RATE PLUS 5% AS SAID RATE MAY FLUCTUATE DAILY.

mail to
This document prepared by
WILLIAM E. HUBBARD
2821 Spring Road
Oak Brook, Illinois 60062

RIN:

THIS TRUST DEED is executed by the Amalgamated Trust & Savings Bank, 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 Amalgamated Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this deed, and 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 said Amalgamated Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or obligation contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder; and that so far as the First Party, its successors and said Amalgamated Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall be solely liable to the person(s) hereof covered for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the payment of the same. Liability of the person(s) hereof covered for the payment thereof, shall be limited to the amount of the original principal due on the note secured hereby, and shall not be necessary and need not be filed.

AMALGAMATED TRUST & SAVINGS BANK As Trustee as aforesaid and not personally.

By Sally Doubet King ASSISTANT VICE PRESIDENT

Attest: B.P. Helms ASSISTANT SECRETARY

BARBARA JEAN SCALES

a Notary Public in and for said County, in the state aforesaid; DO HEREBY CERTIFY that Assistant Vice-President of the Amalgamated Trust & Savings Bank, and

Sally Doubet King
B.P. Helms

Assistant Secretary of said Bank, who are personally known to me to be same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Secretary, 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 that I, the undersigned, Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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.

Given under my hand and Notary Seal this 27th day of January, 1977
COMMISSION EXPIRES JUNE 27, 1978
William E. Hubbard
Notary Public

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.

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

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 IN BLOCK 4 ALL IN HIGHLAND MEADOWS, BEING A SUBDIVISION OF PARTS OF THE SOUTH WEST 1/4 OF SECTION 27, THE SOUTH EAST 1/4 OF SECTION 28 AND PART OF LOT 1 IN GEISLER'S SUBDIVISION RECORDED AS DOCUMENT 14369552, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731265, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 18, 19, ALL IN CORONA ESTATES, BEING A SUBDIVISION OF PART OF SECTIONS 27, 28, 33, AND 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HAO
02-28-403-004 = Parcel 1: 5908 Highland Drive at Prairie

02-33-201-057 } Parcel 2 } South Corona
058 } } Drive at Martins
BCO
[Signature]

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PROPERTY

DESCRIPTION

PARCEL 1

DESCRIPTION OF PARCEL 1: [Illegible text describing the parcel, possibly including area and location details.]

PARCEL 2

DESCRIPTION OF PARCEL 2: [Illegible text describing the parcel, possibly including area and location details.]

Property of Cook County Clerk's Office

AS020111