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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 APR -3 PM 3:06

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TRUST DEED

717764

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 2nd 19 87, between American National Bank and Trust Company of Chicago, 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 March 25, 1987 and known as trust number 102094-01, herein referred to as "First Party," and

Chicago Title & Trust Company 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 THREE HUNDRED TWENTY FIVE THOUSAND (\$325,000.00) 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 in instalments as follows: Subject to the provisions of the rider attached hereto, the remaining or entire principal balance together with all accrued interest from the date hereof at a rate of Nine (9%) per cent per annum shall be due and payable on April 2, 1990

\$17.00

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois 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 Foss, Schuman, Drake & Barnard 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:

The East Half of the West Half of the East Half of the North Half of the South Half of the Northeast Quarter of Section Twenty, Township Forty-two North, Range Twelve, East of the Third Principal Meridian, in Cook County, Illinois

ID#04-20-201-005-0000

Address 2895 Willow Road, Northbrook, Ill 60062

This instrument prepared by: Edward G. Levinson, 11 S. LaSalle St., 60603

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 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 improvement 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 compliance 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 | E.G. Levinson
 DELIVERY | Foss, Schuman, Drake & Barnard
 STREET | 11 South LaSalle Street
 CITY | Chicago, IL 60603
 INSTRUCTIONS | OR
 RECORDER'S OFFICE BOX NUMBER | 108-330-01

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

70-99-806-A-3

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holders of the note, such rights to be exercised by the standard mortgage clause to be attached to each policy and to deliver all policies, including national and renewal policies, to the order of the mortgagee in case of surplus, but not to deliver such policies to the order of the mortgagor...

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, 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 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, they 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 in 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 data and insurance 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 the satisfaction of the court the validity of the title to or the value of the premises. All such 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, 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, an 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 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 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 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 examine any papers 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 such release is requested of the original trustee and it has never executed a certificate or 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.

20. There is a rider attached hereto containing additional terms and provisions.

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any contract express or implied herein 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 and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder of the 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 enforcement 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.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago as Trustee, as aforesaid, and not personally.

By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS, } SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 National Banking Association, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument by the enforcement of the said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association.

Given 'OFFICIAL' Notarial Seal
Kula Davidson
Notary Public, State of Illinois
My Commission Expires 12/26/90

[Signature of Kula Davidson]

Date 4/2/89
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 Trust Deed has been identified herewith under Identification No. 71775
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature] Trustee

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RIDER ATTACHED TO AND MADE A PART OF THAT
CERTAIN PURCHASE MONEY TRUST DEED DATED
APRIL 2, 1987 AND EXECUTED BY AMERICAN
NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
NA., NOT PERSONALLY BUT AS TRUSTEE UNDER THE
PROVISIONS OF DEEDS IN TRUST IN PURSUANCE OF
A TRUST AGREEMENT DATED MARCH 25, 1987 AND
KNOWN AS TRUST NUMBER 102094-01

I. The Maker covenants and agrees that it shall not convey all of the title to, or otherwise suffer or permit any transfer, conveyance, or assignment of beneficial interest in a title holding trust, of the property described in this trust deed without first securing the written permission of the holder of note secured by this trust deed. In the event that any such conveyance, assignment, or transfer of all of the property described in this trust deed is made without first obtaining the written consent of the Holder of the note secured by this trust deed, then, the Holder of the note shall have the option to declare, upon sixty (60) days written notice addressed to the Title Holder at the most recent address then known to the Holder of the note, that the entire balance upon said note shall become immediately due and payable and if the entire balance due is not paid by the Title Holder within thirty (30) days thereafter, the Holder of the note may then declare a default and institute foreclosure proceedings in the manner as hereinbefore provided. A waiver of the rights of the Holder of the note secured by this trust deed shall not act as a bar to the enforcement of this provision as to subsequent conveyances, transfers or assignments of the title or any interest thereof.

II. Notwithstanding the foregoing, the Beneficiary of the Maker shall have the right to sell and assign portions of the beneficial interest in the said trust to investors and such

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action shall not constitute a default of the Paragraph I of this Rider. Such sales or assignments shall not affect or remove the lien created by this Trust Deed nor degrade its priority.

III. The Beneficiary of the Maker expressly reserves the right to record a plat of subdivision incorporating all or part of the premises encumbered by this trust deed without securing the consent of the Holder of the note secured by this trust deed and the acceptance of the note together with the recordation of this trust deed shall constitute the consent of the Holder to such subdivision, the Holder of the note expressly undertaking and agreeing to at all times cooperate with the Maker and, if required, to execute a written consent to the plat of subdivision or to execute the foreshid plat itself as provided in the contract between the Parties.

IV. The Beneficiary of the Maker of the note for which this trust deed is a security reserves the right to prepay all or any part of the principal indebtedness at any time upon payment of accrued interest, all without prepayment penalty or premium.

V. The Beneficiary of the Maker further reserves the right to make payments in reduction of principal indebtedness during the term of the note given to secure this trust deed and receive a partial release of this trust deed upon the following terms and conditions:

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(A) Should there be a recorded plat of subdivision encompassing part or all of the premises dividing it into ten or more lots, the Beneficiary of the Maker upon payment of all current interest and the sum of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS shall be entitled to receive a release of one such lot as designated by the Beneficiary of the Maker subject to the further provisions of subparagraph E hereof. For the purpose of this subparagraph A as well as the other subparagraphs of this paragraph, interest shall be deemed to commence from the date hereof or from one year following acceptance of the contract for the purchase of the property, whichever event occurs first.

(B) Should there be a recorded plat of subdivision encompassing part or all of the premises dividing it into less than ten lots, the Beneficiary of the Maker shall, upon payment of all current interest and a sum equal to THREE HUNDRED TWENTY-FIVE THOUSAND (\$325,000.00) DOLLARS divided by the number of lots in so much of the subdivision as encompass the parcel encumbered by this trust deed be entitled to receive a release of one such lot as designated by the Beneficiary of the Maker subject to the further provisions of subparagraph E hereof.

(C) If for any reason a plat of subdivision has not been recorded, the Maker shall have the right to secure a partial release deed upon the payment of all accrued interest together with the payment of the sum of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS in reduction of principal indebtedness upon furnishing to the Holder of a meets and bounds legal description of the parcel to be released together with a statement from a licensed Illinois Land Surveyor certifying that the parcel to be released does not exceed Ten (10%) Percent of the parcel encumbered by this trust deed subject to the further provisions of subparagraph E hereof.

(D) The Beneficiary of the Maker reserves the right during the term of the note for which this trust deed has been given as security to secure the release of one or more including all of the parcels encumbered by this trust deed upon the payment of all accrued interest together with the per lot payment in reduction of principal indebtedness as hereinbefore set forth. With the payment of the final installment of principal indebtedness, the Holder shall issue a full release of the entire

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parcel as originally encumbered.

(E) Should the parcel or lot designated by the Maker to be released be improved with the structure presently existing upon the premises as of the date hereof and the said structure has not since the date hereof been relocated or moved from its present location, then in lieu of the payment in reduction of principal indebtedness as set forth in subparagraph A, B, or C hereof, the Beneficiary of the Maker shall pay a sum equal to Ninety (90%) Percent of the net proceeds of sale of the parcel or lot so improved with the structure as presently located and existing as of the date hereof for the issuance of a partial release which payment after deducting charges for accrued interest shall be applied in reduction of the principal indebtedness. For the purposes of this agreement, net proceeds of sale shall be understood to be that sum of money being the purchase price reduced by the following items as each may be applicable in whole or in part to the sale of the residence:

(i) All expenditures, costs for title insurance, cost of Revenue Stamps, Survey Cost, legal fees, real estate commission, together with all other ordinary and customary expenses of sale including expenses incurred by reason of lender or statutory requirements.

(ii) All costs for repairs, renovations, decoration, landscaping, costs and charges for installing or relocating utility service, new driveways and sidewalks servicing only the parcel upon which the house is located and excluding any cost or charge which is includable in the utility and road bond required to be posted in the Village of Glenview.

(F) The provisions of subparagraphs (A), (B), (C) and (D) of this Article V are hereby modified to provide additionally that the Beneficiary of the Maker of the Note secured by this Trust Deed shall have the right to obtain conveyance of the first lot to be claimed by said Beneficiary and released from the provisions of the Trust Deed by paying the sum of Ten Thousand (\$10,000.00) Dollars, or in the alternative, if the Beneficiary of the Maker elects to take the first two lots at the same time, the

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two lots shall be released to the Beneficiary of the Maker upon payment to the Seller of Forty-Five (\$45,000.00) Dollars, each such payment to be accompanied by payment of the amount of all interest accrued on the Note secured hereby through date of such payment. Payment for any other lot shall be in the amounts specified by the subparagraphs (A), (B), (C) and (D), as the case may be, or in the amount of the then unpaid principal balance, whichever amount is the lesser in each case plus interest accrued through date of payment.

VI. During the term of this trust deed, the holder shall be named as additional insured under policies of comprehensive liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) AND NO/100 to be maintained by the Maker insuring the premises encumbered. Said policy to contain provisions for notice to the Holder prior to any cancellation.

VII. WAIVER OF EQUITY OF REDEMPTION

The Maker does hereby expressly waive the equity of redemption from judgment of foreclosure as to any portion of the real estate not sold by the Beneficiary of the Maker to Residential Purchasers, or under contract from the Beneficiary of the Maker to bona fide third-party buyer for residential purposes, nor shall this waiver of the right to redeem apply to the only lot upon which the residential structure existing as of the date hereof is or may be in place. Should this waiver of the right to an equity of redemption be held invalid or unlawful by any court, then the preceding sentence shall be treated as of no effect and the validity of the balance of the trust deed or the personal guarantee thereof, securing the Holder's interest in the real estate shall continue in full force and effect as if such waiver were not in existence.

American Federal Bank and Trust Company of Chicago
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE
UNDE* TRUST NO. 102094-01717764

[Signature]

A0575077

BY *[Signature]*

AUTHORIZED OFFICER
[Signature]

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