



TRUST DEED

BALLOON MIGE

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made June 26 1987, between Northern Trust Bank/O'Hare, N.A. a State Banking Association 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 December 9, 1980 and known as Trust Number 80L1377, herein referred to as "First Party," and New Century Bank, A State Banking Association

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 Seventy Thousand and no/100-----

15.00

made payable to **THE ORDER OF 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 and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of As provided instalment note per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Fifty Two and 22/100 Dollars on the fifth day of August 19 87 and Seven Hundred Fifty Two and 22/100

Dollars on the fifth day of each 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 fifth day of July 1992. 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 as provided in instalment note percent per annum until the said principal and interest being made payable at such banking house or trust company in Mundelein 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 New Century 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 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 Northbrook COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 6 in Northbrook Countryside Farmette, being a Subdivision of the Southwest 1/4 and the Southeast 1/4 of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. **Commonly known as 3730 Walters Ave., Northbrook, Il. See attached Rider for items 6, 17, 18 and 19.

This instrument was prepared by C. DeBerger, New Century Bank, 2000 S. Lake St., Mundelein, IL.

TAX NUMBER: 04-07-401-009
HAC WM

which, with the property hereinafter described, as 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 thereto 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, in-lair beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate which 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.

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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 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

MAIL TO:
New Century Bank
2000 S. Lake Street
Mundelein, Il. 60060

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3730 Walters Avenue
Northbrook, Il. 60062

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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Trustee or the holders of the note may, and need not, make any payment or perform any act hereunder in any form and manner deemed expedient, and may, but need not, make full or partial payment of interest or principal, or any part thereof, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon or against the premises, or any part thereof, or effect a foreclosure, or collect 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 mortgage 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 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, foreclosure, tax lien 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 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, 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, 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 procuring all such abstracts of title, title searches and examinations, risk 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 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, 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 overplus 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 of the person or persons for each receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of the premises or whether or not the same shall be then occupied or intended or not by the Trustee hereunder or by any other person. 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 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, or a receiver for the protection 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 (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be a lien superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency. See attached Rider for Item 6.

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. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the note or trust deed, 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 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.

8. Trustee shall release this trust deed and the lien hereof 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the 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 by the persons herein designated as makers thereof.

9. 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 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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National Northern Trust Bank/O'Hare N.A. A State Banking Association

THIS TRUST DEED is executed by the Chicago Title 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 Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this 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 said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either 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 Chicago Title and Trust Company personally 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 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, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid and not personally, NORTHERN TRUST BANK/O'HARE N.A.

By [Signature] Assistant Vice-President Attest [Signature] Assistant Secretary

STATE OF ILLINOIS, COUNTY OF COOK

SS. Northern Trust Bank/O'Hare N.A.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the 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 Company 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 Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL" Geri Jarszombek Notary Public, State of Illinois My Commission Expires 5/25/01

Given under my hand and Notarial Seal June 29, 1987. Date Geri Jarszombek 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. NEW CENTURY BANK BY [Signature] TRUSTEE

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THIS RIDER is attached and forms an integral part of the INDENTURE (Trust Deed) made June 26, 1987 between Northern Trust Bank/O'Hare, N.A. A State Banking Assn. not personally but solely as trustee under Trust Agreement dated 12-9-80 and known as Trust #30,147 and New Century Bank, herein referred to as "Mortgagors", and A State Banking Assn. herein referred to as

TRUSTEE, witnesseth:

6. Upon the occurrence of a default in the performance of the terms and provisions of this Note, or the terms and provisions of the Trust Deed securing same, the holder is hereby authorized, at any time and from time to time, without notice to the undersigned, or to any other person, any such notice being hereby expressly waived, to set off, appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by holder to or for the credit or the account of the undersigned against and on account of any obligations and liabilities of the undersigned hereunder, although said obligations and liabilities, or any of them, shall be contingent or unmatured.

17. Mortgagors will not voluntarily create, or otherwise permit to be created or filed against the premises conveyed hereby any other Deed or Trust or mortgage lien or other lien or liens inferior or superior to this Trust Deed, and further agree to keep and maintain the same free from claims of all persons supplying labor or materials in connection with any construction upon the property and the failure of Mortgagors to perform these covenants or any part thereof, shall constitute an event of default hereunder.

18. If all or any part of the premises or an interest therein is sold or transferred by Mortgagors without the prior written consent of the holder of the Note, then and in that event, the holder of the Note may, at its option, declare all the sums secured by this Trust Deed to be immediately due and payable. For purposes of this paragraph, the term "sold or transferred" shall include, by way of description, and not limitation, the following: (a) Instalment Agreement for Deed; (b) A transfer into a land trust; (c) A transfer of Beneficial Interest in a land trust; (d) The grant of any leasehold interest with an option to purchase; and (e) The grant of any leasehold interest for a period in excess of three (3) years.

19. The entire indebtedness hereby secured shall, at the election of the holder of the Note, become immediately due and payable without notice to the Mortgagors or anyone claiming by, through or under Mortgagors, and thereupon the Trustee shall have the right, among others, to foreclose this Trust Deed, upon the happening of any one or more of the following: (a) The Mortgagors fail to pay any sum of principal or interest required to be paid herein or in the Note secured hereby within twenty (20) days after the due date thereof; (b) The Mortgagors fail to pay on demand the amount of any costs of the holder of the Note, or the Mortgagee, with interest thereon, secured by this Trust Deed; (c) Any party liable for any indebtedness secured hereby files a voluntary petition in bankruptcy or makes an assignment for the benefit of any creditor or is declared bankrupt or insolvent; (d) The premises or any part thereof are placed under the control of any court; (e) In the event of the actual demolition or removal of any building now or hereafter located upon the premises; (f) On the failure of the Mortgagors to permit the holder of the Note or its representative to examine the premises at any reasonable time; (g) If the Mortgagors shall do or suffer any act or thing which would impair the security of the mortgage debt or the lien of the Trustee upon the premises or the rents therefrom; (h) In the event that the Mortgagors fail to obtain the required insurance covering the premises; (i) In the event of the demolition or construction in whole or in part of any of the fixtures covered hereby, unless the same are promptly replaced with similar fixtures at least equal in quality and condition to those replaced free from security agreements or other encumbrances thereon and free from any reservation of title thereto; (j) Upon the filing in any court of competent jurisdiction by the State, Municipal or Federal government or any department, bureau, agency or instrumentality thereof of any action to acquire, under the power of eminent domain, any estate less than an estate in fee simple in the premises or any part thereof, provided that such action is not dismissed or otherwise rejected within sixty (60) days; (k) In the event the Mortgagors fail to comply with or perform fully any other warranty, covenant, act or agreement required of the Mortgagors herein or in the Note secured hereby within the grace period, if any, specified; and (l) Commencement of any action or proceeding to foreclose any lien upon the premises or any part thereof other than the lien of this Trust Deed, provided that such action or proceeding is not dismissed or bonded within ninety (90) days.

THIS LOAN IS PAYABLE IN FULL AT THE END OF 5 YEARS OR ON DEMAND IF THERE IS AN OCCURRENCE OF DEFAULT. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. IF THE BANK DOES NOT AGREE TO REFINANCE THE LOAN, YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE RATE ON THE LOAN.

NORTHERN TRUST BANK/O'HARE, N.A. A STATE BANKING ASSOCIATION, As Trustee as aforesaid and not personally. 6-26-87 Attest: Jan M. Armbrust 6-26-87
SIGNATURE Trust Officer for Trust Operation DATE SIGNATURE Assistant Secretary DATE
See Reverse Side for Trust Operation Clause which is made a part hereof.

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Property of Cook County Clerk's Office

03/10/00

This Document is signed by Northern Trust Bank/O'Hare, N.A., not individually, but solely as Trustee under a certain Trust Agreement known as Trust No. 8041377. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any document with respect thereto. Any and all personal liability of Northern Trust Bank/O'Hare, N.A. is hereby expressly waived by the parties hereto and their respective successors and assigns.

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7-11-86

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated June, 1986 between Northern Trust Bank/O'Hare, N.A., a State Banking Association, not personally but solely as Trustee under Trust Agreement dated December 9, 1980 and known as Trust #80LI377, herein referred to as "First Party" and New Century Bank, A State Banking Association, herein referred to as Trustee

The mortgagor agrees that in order to more fully protect the security of this mortgage, mortgagor shall deposit with the holder of the Note on the 5th day of each month, beginning the 5th day of August, 1987, one-twelfth which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year.

The holder of the Note shall hold such monthly deposits in trust without any allowances of interest, and shall use such funds for the payment of such items when the same are due and payable.

If at any time the fund so held by the holder of the Note is insufficient to pay any such item when the same shall become due and payable, the holder of the Note shall advise the mortgagor of the deficiency, and mortgagor, shall, within ten (10) days after receipt of such notice, deposit with the holder of the Note such additional funds as may be necessary to pay such items.

Failure to meet any deposit when due shall be a breach of this mortgage.

If at any time there shall be a default in any of the provisions of this mortgage, the holder of the Note may, at its option, apply any money in the fund on any of the mortgage obligations and in such order and manner it may elect.

NORTHERN TRUST BANK/O'HARE, N.A.
as Trustee as aforesaid and not Personally

By: [Signature]
Trust Officer

Attest: [Signature]
Assistant Secretary

This Document is signed by Northern Trust Bank/O'Hare, N.A. not individually, but solely as Trustee under a certain Trust Agreement known as Trust #80LI377. Said Trust Agreement is hereby a part hereof and any of the terms and conditions which may hereafter be a part of this document shall be a part of any trust property, real or personal, and said Trustee shall be liable for the performance of the terms and conditions of this document or for the validity or condition of the title of said property or for any document with respect thereto. Any and all personal liability of Northern Trust Bank/O'Hare, N.A. is hereby expressly waived by the parties hereto and their respective successors and assigns.

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Property of Cook County Clerk's Office

2011/10/10