

TRUST DEED  
ADDITIONAL COLLATERAL

UNOFFICIAL COPY NR 103016

16-26

THE ABOVE SPACE FOR RECORDERS USE ONLY PLAINES

THIS INDENTURE, Made ~~August~~ 29th, 1988, between THE FIRST NATIONAL BANK OF DES/ A 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 October 6, 1983 and known as trust number 13691369, herein referred to as "First Party," and L. H. Tayne of Glencoe, Illinois

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 TWO HUNDRED FIFTY THOUSAND AND NO/100

made payable to ~~██████████~~ UNI-FIN CORP. (\$250,000.00) Dollars,

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 is on demand ~~Dollars~~

instalments as follows:

on the day of 19 , and DOLLARS

on the day of each thereafter, to and including the

day of 19 , with a final payment of the balance due on the

day of 19 , with interest 55 103016 on the principal bal-

ance from time to time unpaid at the rate of per cent per annum payable

each of said instalments of principal bearing interest after maturity at the rate of seven

per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Chicago 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 Uni-fin Corp.,

in said City,

NOW, THEREFORE, First Party to ensure 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 value of the property in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

Cook AND STATE OF ILLINOIS, to wit: Lot 13 in Tree Farms Estates, being a Subdivision of part of the South 1/2 of the North East 1/4 of Section 25, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded as Document Number 24113330, and registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number LR2968257 in Cook County, Illinois, and commonly known as 1331 Llama Lane, Mount Prospect, Illinois.

Permanent Tax Number: 03-25-209-013

DEPT-01

103016 TRAN 4815 09/02/00 13:30:09  
EAS # A \*-88-403016  
COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE

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

THE BORROWER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and reverses thereof for so long and during all such times as First Party, its executors or assigns may be entitled thereto (which are placed primarily and on a parity with said real estate and not separately), and all apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether electric, gas or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, blinds, beds, curtains, 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 hereinafter placed in the premises by First Party or its successors or assigns shall be considered as an integral part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERTAKEN AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its executors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from nuisance or other injury or claim for harm not expressly authorized to the lessor/borrower; (3) pay when due any indebtedness which may be caused by a lien or charge on the premises, exclusive to the lessor/borrower, and upon request exhibit satisfactory evidence of the discharge of such prime lien to Trustee or to holders of the same; (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 unexecuted 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 unexecuted ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, power 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 copies thereof; (8) pay in full under contract, in the manner provided by statute, any tax or assessment which First Party may draw or contract to pay, keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning or windstorms under policies payable for payment by the lessee or a company of insurers sufficient either to pay the cost of repairing or replacing the same or to pay in full the undischarged amount thereof. All such amounts collected by the holder of the note under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the note, each 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

D	NAME	UNI-FIN CORP.
E	STREET	200 W. Adams Street
L	CITY	Chicago, Illinois 60606
V		
E		
R		
Y	INSTRUCTIONS	OR
RECORDERS OFFICE BOX NUMBER		

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

1331 Llama Lane

Mount Prospect, Illinois

12/25  
103016

**UNOFFICIAL COPY**

2. The Trustee or the holders of the note hereby agree not to make any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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 thereto.

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 on 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 instalment of principal or interest on the note, or (b) on 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.

6. 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 law hereof. In any suit to foreclose the law hereof, there shall be allowed and included an additional undelivered on 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, mileage for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated on its items to be expended after entry of the decree) of preserving all such abstracts of title, title searches and examinations, guarantee policies, Trustee certificates, and number 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 on the paragraph mentioned shall become so much additional undelivered 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 products and bankruptcy proceedings, in 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 foreclosure 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.

8. 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 foreclosed proceedings, including all such items as are mentioned in the preceding paragraph herein, accrued; 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, on their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court on 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 value or insolvency of the trustee or of the person or persons to whom, 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 hereinunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the presidency of such foreclosures until sold; 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 filed, its successors and 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 used 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 so held in payment on whole or in part of: (1) The indebtedness secured hereby, or by any device foreclosing this trust deed, or any debt incurred or other fees which may be or become subject to the foreclosed or of such as are, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the trustee 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 their trust deed or to exercise any power herein given unless specifically authorized by the terms hereof, nor be liable for any acts or omissions hereunder except in case of its own gross negligence or

any power herein given unless expressly abdicated by the trustee, 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 authorizations satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the loan 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 in 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 is representative. Trustee may accept as true without inquiry. Where a release is requested of an successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a registrar stamp of the successor trustee purporting to be executed by a prior trustee heroneto or which conforms in substance with the registration 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. That the instrument so recorded or filed shall be binding upon the Testator in case of his death, and shall be referred to in the office of the Recorder or Register of Titles in which this instrument shall be so recorded or filed as the Will of the Testator, the name however of Books of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the original title, powers and authority as are herein given Testator, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Executed and delivered by First Lender, as of the date set forth above, in its individual capacity, and Accepted and Agreed to, and dated for the purpose of amending the original Note, by Second Lender, as of the date hereunder and accepted by Second Lender, as of the date hereunder, notwithstanding any other date and date of the original Note, and notwithstanding the fact that the same are not yet due and payable and notwithstanding the fact that for the purpose of this Note, the original Note is referred to and deemed to be part of this Note, and delivered by the original Noteholder, as of the date set forth above.

The First National Bank of Des Plaines

**THIS TRUST DEED**) is executed by [REDACTED], and personally before Trustee is affixed and in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said [REDACTED] and [REDACTED] hereby acknowledge that it possesses full power and authority to execute this instrument, and to expressly understand and agree that nothing herein or in said note can and shall be construed as creating any liability on said First Party or on said [REDACTED] and [REDACTED] personally to pay the said note or any interest thereon, or any liability on any co-signer, co-maker, co-endorser, co-borrower, co-accruing beneficiary, or to perform any covenant either express or implied herein contained, all such liability, if any, being exclusively assumed by Trustee and his every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns, and [REDACTED] and [REDACTED] personally are concerned, the legal holder or holders of said note and the owner or owners of any notes or bonds 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**, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Treasurer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Treasurer the day and year first above written.

THE FIRST NATIONAL BANK OF DES PLAINES As Trustee as aforesaid and not personally.

Bv X Gondwanaland - Miner

**VICE-PRESIDENT TRUST OFFICER**

Attest: Scott D. Hinze

**ASSISTANT CHIEF JUSTICE**

**STATE OF ILLINOIS }  
COUNTY OF ILLINOIS }**

*i. the undersigned* **J. HENRY COTTER**, a Notary Public, residing at **100 Main Street**, in the state of **Mass.**, do HEREBY CERTIFY, that

*A Notary Public in and for New Jersey*

Vice-President-Treas (Miss) of The First National Bank of Des Plaines

Trust Officer

Scott D. Limper, Trust Officer  
Exoneration provision restricting any liability of First National Bank of Des Plaines, either side hereof or attached hereto, is expressly made a part hereof.  
Dated at Des Plaines, Illinois, on the 29th day of August, 1988.

**OFFICIAL SEAL**  
**LORDES MARTINEZ**  
Notary Public, State of Illinois

**Notary Public, State of ~~Illinois~~**

My Commission #12345

Nataly J. White

**IMPORTANT**  
**FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,**  
**THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-**  
**FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED**  
**IS FILED FOR RECORD.**

The Instalment Note mentioned in the within Trust Deed has been satisfied  
herewith under Identification No. \_\_\_\_\_