

BUX 333

UNOFFICIAL COPY

This Indenture, Made this 31st day of August A.D. 1988

between Heritage Bremen Bank and Trust Company, as Trustee, U/T/A dated August 3, 1987, Trust #87-3072

of the Village of Tinley Park in the County of Cook in the State of Illinois, party of the first part, and Southwest Financial Bank of Orland Park of the County of Cook and State of Illinois, as trustee, party of the second part.

WITNESSETH: THAT WHEREAS, the said

Heritage Bremen Bank and Trust Company, as Trustee, U/T/A dated August 3, 1987, Trust #87-3072

grants herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer UNDER THE TERMS AND AGREEMENTS OF LETTER OF CREDIT #156, DATED AUGUST 31, 1986, IN THE AMOUNT OF \$200,000.00. This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured, as ever evidenced, with interest as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Borrower from personal liability for the indebtedness hereby secured.

The lien of the Trust Deed securing the indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to Fleet National Bank, and is limited to \$100,000.00.

Backed by Promissory Note dated 8-31-86 in the amount of \$200,000.00, and its terms and conditions.

Now therefore, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, and all future advances, whether obligatory or discretionary, together with interest thereon, pursuant to the terms hereof, according to the true intent and meaning of said note and of all notes evidencing such future advances, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and all lifting, heating, lighting and plumbing apparatus and other machinery and fixtures now, or that may hereafter be attached to or form a part of said premises, and everything appurtenant thereto, together with the rents, issues and profits thereof, which are hereby absolutely assigned, set over and transferred unto second party whether now due or which may hereafter become due under or by virtue of any verbal or written lease or occupancy agreement, said real estate being situated in the County of Cook in the State of Illinois, to-wit:

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 1366.70 FEET OF SAID NORTH WEST 1/4 SAID POINT BEING 450.00 FEET EAST OF THE EAST LINE OF LAGRANGE ROAD (AS DEDICATED BY DOCUMENT NUMBER 2655682 RECORDED SEPTEMBER 24, 1988); THENCE NORTH 0 DEGREES, 08 MINUTES, 00 SECONDS WEST 225.0 FEET PERPENDICULAR TO SAID SOUTH LINE OF THE NORTH 1366.70 FEET TO THE SOUTH LINE OF THE NORTH 1141.70 FEET OF SAID NORTH WEST 1/4; THENCE NORTH 89 DEGREES, 52 MINUTES, 00 SECONDS EAST 2.64 FEET ALONG SAID SOUTH LINE OF THE NORTH 1141.70 FEET TO EAST LINE OF THE WEST 437.00 FEET OF SAID NORTH WEST 1/4; THENCE NORTH 116.75 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF 144TH PLACE AS DEDICATED PER DOCUMENT NUMBER 226-6639; THENCE NORTH 89 DEGREES, 52 MINUTES, 00 SECONDS EAST 259.68 FEET ALONG SAID SOUTH LINE OF 144TH PLACE TO THE EAST LINE OF SAID 144TH PLACE; THENCE NORTH 35.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89 DEGREES, 52 MINUTES, 00 SECONDS EAST, 0.08 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 173.24 FEET ALONG THE ARC OF A CIRCLE OF 351.21 FEET RADIUS, CONVEX NORTHEASTERLY TO THE WESTERLY LINE OF JOHN HUMPHREY DRIVE AS DEDICATED; THENCE SOUTH 40 DEGREES, 56 MINUTES, 06 SECONDS WEST 257.91 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE SOUTHWESTERLY 157.22 FEET ALONG THE WESTERLY LINE OF JOHN HUMPHREY DRIVE, BEING THE ARC OF A CIRCLE OF 701.37 FEET RADIUS, CONVEX NORTHWESTERLY TO THE EAST LINE OF THE WEST 726.00 FEET OF SAID NORTH WEST 1/4; THENCE NORTH 89.30 FEET ALONG SAID EAST LINE TO SAID SOUTH LINE OF THE NORTH 1366.70 FEET OF THE NORTH WEST 1/4; THENCE SOUTH 89 DEGREES, 52 MINUTES, 00 SECONDS WEST 2-1.30 FEET, TO THEREIN DESIGNATED POINT OF BEGINNING EXCEPTING THEREFROM THAT PART DEDICATED BY PLAT OF DEDICATION RECORDED AS DOCUMENT 2650530, ALL IN COOK COUNTY, ILLINOIS

COOK COUNTY RECORDS

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debtors may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful

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to contract, from the date of payment shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN CASE OF DEFAULT in the payment of principal, interest or any other installment thereof provided in said note, and notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, or if there is any voluntary or involuntary change whatsoever in the legal, equitable, or contractual ownership of the property described herein, then and in any such event the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the costs of such suit have been paid.

The grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party, and until the period of redemption, if any, from any sale therein shall expire, whether there be redemption from such sale or not, and grantors agree that upon the filing of any bill to foreclose this trust deed or upon the commencement of any such action, the court in which such bill is filed or such action is commenced may at once and without notice to the said grantors or any party claiming under said grantors, and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premise, during the pendency of such foreclosure suit or other action, and until the time to redeem the same from any sale thereunder shall expire; and such rents, issues and profits, including those collected during such period of redemption, may be applied toward the payment of the indebtedness secured hereby, costs, taxes, insurance and other items necessary for the protection and preservation of said property.

It is further agreed that if holder herein and/or any principal debtor under the note or notes secured hereby is a corporation, said corporation does hereby relinquish and waive all right of redemption from sale under any order or decree of foreclosure pursuant to and to the fullest extent possible under Illinois Revised Statutes, Chapter 77, Section 18a, and under any and all other Laws of the State of Illinois or any other governmental agency having jurisdiction over the matter contained in this Trust Deed.

In the event of the refusal, resignation or inability of the grantee to act as trustee, the then Recorder of Deeds of said County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this 31st day of August A.D. 1988

HERITAGE BREMEN BANK & TRUST COMPANY
As Trustee u/t #88-3072 (SEAL)

BY: *[Signature]* (SEAL)

ATTEST: *[Signature]* (SEAL)

(SEAL)

STATE OF ILLINOIS } ss
COUNTY OF _____

I, _____, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared

before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19_____

1988 SEP -9 PM 2:00

8841246 Notary Public

TRUST DEED

TO

Trustee

Trust No. _____

Loan No. _____

\$ _____ years at _____ %

Date _____ 19 _____

STATE OF ILLINOIS, ss.
County of _____

No. _____

I hereby certify that the within instrument was filed for record in the office of the Recorder of Deeds, in the County aforesaid, on the _____ day of _____ A.D. 19 _____ at _____ o'clock _____ M., and recorded in Book _____ page _____

Recorder of Deeds

MAIL TO: _____

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TRUST DEED

UNOFFICIAL COPY

TO

Trustee

Trust No. _____

Loan No. _____

\$ _____ years at _____ %

Date _____ 19 _____

STATE OF ILLINOIS, ss.
County of _____

No. _____

I hereby certify that the within instrument was filed for record in the office of the Recorder of Deeds, in the County aforesaid, on the _____ day of _____ A.D. 19 _____ at _____ o'clock _____ M., and recorded in Book _____ page _____

Recorder of Deeds

Fee _____

MAIL TO: _____

08412167

SEP -9 9 2:00 PM

STATE OF ILLINOIS }
COUNTY OF _____ }
I, _____, a Natural Person, do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead given under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____

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WITNESS the hands and seals of the grantors this _____ day of _____ A.D. 1988
As Trustee u/c #88-3072
HERITAGE BREMEN & TRUST COMPANY
BY: _____
ATTEST: _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

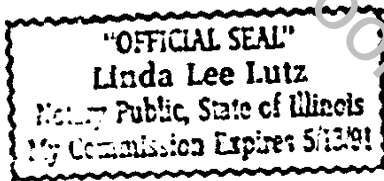
to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be special assessments or sales thereof, or into the validity of any such tax liens or titles, taxes, or other claims attaching to said property, in advancing moneys in that behalf as above authorized.
IN CASE OF DEFAULT in the payment of principal, interest or any other installment thereof provided in said note, and notwithstanding any provisions in said note, or in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control or in custody of any court or if there is any voluntary or involuntary change whatsoever in the legal, equitable, or contractual ownership of the property described herein, then and in any such event in the whole or in part, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of or in- curred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the grantors; that each fee, expense and disbursement shall be an additional lien and charge upon said premises secured by this deed, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the costs of such suit have been paid.
The grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party, and until the period of redemption, if any, from any sale therein shall expire, whether there be redemption from such sale or not, and grantors agree that upon the filing of any bill to foreclose this trust deed or upon the commencement of any such action, the court in which such action is commenced and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the same and to apply toward the payment of the principal of the indebtedness secured hereby, costs, taxes, insurance and other expenses necessary for the protection and preservation of said property.
It is further agreed that if holder herein and/or any principal debtor under the note or notes secured hereby by a corporation, said corporation does hereby relinquish and waive all right of redemption from sale under Chapter 77, Section 18a, and under any and all other Laws of the State of Illinois or any other governmental agency having jurisdiction over the matters contained in this Trust Deed.
In the event of the refusal, resignation or inability of the grantee to act as trustee, the then Recorder of Deeds of said County is hereby appointed to be second successor in this trust.
When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.
WITNESS the hands and seals of the grantors this _____ day of _____ A.D. 1988
As Trustee u/c #88-3072
HERITAGE BREMEN & TRUST COMPANY
BY: _____
ATTEST: _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia T. Sikora and John P. Wilson, of HERITAGE BREMEN BANK are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. 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 corporation, for the uses and purposes therein set forth; and the said John P. Wilson did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument in his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 1988.



Linda Lee Lutz
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Bremen Bank and Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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