

# UNOFFICIAL COPY

**This Indenture,** Made **October 21** 19**88**, between

Mount Greenwood Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated **September 12, 1988** and known as trust number **5-0822**

herein referred to as "First Party," and **Mount Greenwood Bank**

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

14<sup>00</sup>

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF One hundred thirty five thousand and 00/100-- (\$135,000.00)-----DOLLARS,

made payable to BEARER **Mount Greenwood Bank** and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in

One hundred thirty five thousand and 00/100 (\$135,000.00)-----DOLLARS, instalments as follows: Three thousand three and 01/100 (\$3,003.01)-----DOLLARS,

on the **21st** day of **February** 19**89**\*, and (\$3,003.01)-----DOLLARS

on the **21st** day of each month thereafter, to and including the

**21st** day of **September** 19**93**, with a final payment of the balance due on the **21st** day of **October** 19**93**, with interest from disbursement on the principal bal-

ance from time to time unpaid at the rate of **12.00** per cent per annum payable

; each of said instalments of principal bearing interest after maturity at the maximum rate permitted by law per annum, and all of said principal and interest being made payable at such banking house or trust

company in **Cook County, 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 **Mount Greenwood 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

COUNTY OF **Cook** AND STATE OF ILLINOIS, to-wit:

LOT 18 IN BLOCK 12 IN BEVERLY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOVEMBER 29, 1926 AS DOCUMENT NUMBER 9,480,140, IN COOK COUNTY, ILLINOIS.

*29 11 - 1926 11-34  
11-35 11-36 11-37 11-38 11-39 11-40 11-41 11-42*

\*Payments of Interest only are due November 21, 1988, December 21, 1988 and January 21, 1989.

COOK COUNTY, ILLINOIS  
RECORDED

1988 OCT 26 PM 12: 35

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door 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

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Box 5

TRUST DEED

Mount Greenwood Bank

as Trustee

To

Trustee

Property Address:

Mount Greenwood Bank

3052 W. 111th Street  
Chicago, Illinois 60655  
445-4500

TRUST DEPARTMENT

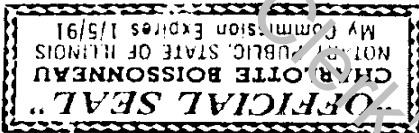
The installment note mentioned in the  
within Trust Deed has been identified here  
with under Identification No. ....

Trustee

Chicago, Illinois 60655  
3052 W. 111th Street  
Mount Greenwood Bank - Mary Roclo...

This instrument was prepared by:

IMPORTANT  
For the protection of both the borrower  
and lender, the note secured by this Trust  
Deed should be identified by the Trustee  
prior to return before the Trust Deed is  
filed for record



Notary Public

October 21st 1988

GIVEN under my hand and notarial seal, this  
day of October 21st 1988, at Chicago, Illinois, I, Charlotte Boissonneau, Notary Public, do hereby certify that the foregoing instrument is the true and correct copy of the original instrument as the same was presented to me by the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there acknowledged that said Bank, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as my own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Barbara J. Ralston, Assistant Trust Officer of said Bank, who are personally known to me by the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
ss. )  
the undersigned, )  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY )

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Property of Cook County Assessor's Office

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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 in any decree for 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 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.

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 the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust 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.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Mount Greenwood Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Mount Greenwood Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Mount Greenwood Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Mount Greenwood Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer Assistant Cashier, the day and year first above written.

MOUNT GREENWOOD BANK

As Trustee as aforesaid and not personally,

By

Carlos X. Montoya

Asst. Vice-President  
Trust Officer

ATTEST

Barbara J. Ralson

Assistant Trust Officer

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6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application...

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

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