

THIS INDENTURE, Made October 2nd, 1979, by and between ~~THE BANK OF NAPERVILLE~~

~~THE BANK~~, 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 Association in pursuance of a Trust Agreement dated MARCH 6

19 79, and known as Trust Number 3542

herein referred to as

"First Party," and ILLINOIS REGIONAL BANK N.A., ELMHURST

herein referred to as Trustee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal sum of

TWO HUNDRED TEN THOUSAND NO/100----- (210,000.00)----- DOLLARS.

made payable to ~~THE BANK~~ ILLINOIS REGIONAL BANK N.A., ELMHURST 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 on the principal balance from time to time ~~XXXXXXXXXXXXXX~~ as follows: *

** TWO THOUSAND ONE HUNDRED EIGHTY SIX AND 21/100----- (2,186.21)-----

----- DOLLARS on the 1ST day of NOVEMBER

19 88, and TWO THOUSAND ONE HUNDRED EIGHTY SIX AND 21/100----- DOLLARS on the 1ST day of each MONTH thereafter with a final payment of the balance due

on the 1ST day of OCTOBER , 19 93 , if not sooner paid.

* INTEREST WILL BEGIN TO ACCRUE ON THE UNPAID PORTION OF THE PRINCIPAL BALANCE AT THE RATE OF ILLINOIS REGIONAL BANK N.A., ELMHURST PROXY RATE +2½ IN EXISTANCE AT THE TIME OF FUNDING PER ANNUM PAYABLE IN INSTALLMENT. THE FOLLOWING PAYMENT HAS BEEN CALCULATED USING 11.13 FOR PURPOSES OF CLARIFICATION) AS FOLLOWS **

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 installment unless paid when due shall bear interest at the rate of ~~11.13~~ per cent per annum, and all of said principal and interest being made

payable at such banking house or trust company in the city of ELMHURST , 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 ~~THE BANK~~ in Elmhurst, Illinois.

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 30 IN FRANK DE LUGACH'S 87TH STREET ACRES, A SUBDIVISION OF THE NORTH 25 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 27 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

512-02-02-206-CCC

CHICAGO, IL 60615
This instrument was prepared by
Edward J. Vertovec, Jr.
for Illinois Regional Bank
N.A., Elmhurst
Elmhurst, Illinois 60126

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, indoor 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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STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS.

I,
a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that
, Vice President

of the ELMHURST NATIONAL BANK, and
Assistant Secretary of said Association, who are 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 Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this
day of

A. D. 19

Notary Public.

The Installment Note mentioned in the
within Trust Deed has been identified herewith
under Identification No.

ILLINOIS REGIONAL BANK N.A. ELMHURST
ELMHURST NATIONAL BANK

TRUST DEED

as Trustee

To

Trustee

IMPORTANT

For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

ILLINOIS REGIONAL BANK N.A. ELMHURST
ELMHURST NATIONAL BANK
105 S YORK
York Street at Park Avenue

Elmhurst, Illinois

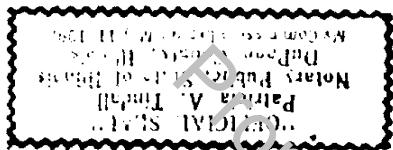
ATTN: CHUCK THOMAS, CORPORATE BANKING DEPT.

10586185

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1535

88493507



Given under my hand and Notarial Seal this 27th day of October 1988
Notary Public
William A. Turner
Notarial Seal
1988

RECEIVED
Beverly J. Shergis, Pro-Secretary
DO MERRILL CERTIFY that the above signatures whose names are subscribed to the
Bank Reaffirms, and Beverly J. Shergis, Pro-Secretary, are
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as such. V.P., P.T.O.
RECEIVED
Beverly J. Shergis, Pro-Secretary
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Bank Reaffirms, and Beverly J. Shergis, Pro-Secretary, are
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as such. V.P., P.T.O.

COUNTY OF DuPage)
STATE OF ILLINOIS)
ss)

Dated: October 27, 1988

By: Beverly J. Shergis, Pro-Secretary

Attest: MARK E. RICE, V.P., a Trust Officer
By: *Mark E. Rice*
Subject to above Exculpatory Clause
as Trustee under L/T # 3562
HARRIS BANK NAFFVILLE, not personally but

It is expressly understood and agreed by and between the parties hereto,
anything herein to the contrary notwithstanding, that each and all of the
expressions, covenants, understandings and agreements herein made on the
part of the Trustee while in form purporting to be the representations,
covenants, understandings and agreements of said Trustee are nevertheless
part of the Trustee's obligations, covenants, understandings and agreements herein made on the
parties hereto, under which the Trustee purports to be the representations,
each and every one of them, made and intended not as personal representations,
covenants, understandings and agreements by the Trustee or for the purpose of
witnessing the intention of the parties hereto, and the Trustee purports to be the representations
for the purpose of binding the Trustee personally but are made and intended
described herein, and that 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 person shall liability or personal responsibility
be assumed by said Trustee at any time he asserted or enforceable against HARRIS
BANK NAFFVILLE on account of this instrument or on account of any representation
or covenant, understanding or agreement of the said Trustee in this instrument contained,
either expressed or implied, all such personal liability established, if any, being expressly
disclaimed, and the Trustee disclaims all such personal liability established, if any, being expressly

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Assistant Secretary

Attest

Vice-President

BY Sgt Trustee's Rider Attached Hereto And Made A Part Hereof

AS TRUSTEE AS APPOINTED AND NOT PERSONALLY

BANK OF NAPERVILLE

*** NAME OF NAPERVILLE

SECRETARY, THE DAY AND YEAR FIRST ABOVE WRITTEN
PRESENTS TO BE SIGNED BY HIS VICE-PRESIDENT, AND HIS CO-OPERATE SOLED TO BE BORROWER AFFIXED AND ATTACHED BY HIS ASSISTANT

RECEIVED OR SOLEMNLY AFFIXED IN THE MANNER HEREIN AND IN SUCH MANNER PROVIDED OR BY ACT OF THE PERSONAL CAPACITY OF THE
BENEFICIARY CREDITED IN THE RECORD HOLDER OR HOLDERS OF SUCH NOTE AND BY THE PERSONAL CAPACITY OF THE PERSONAL CAPACITY OF THE
UK BENEFICIARY SHALL SOLELY TO THE PREMISES HEREBY CONVEYED FOR THE PAYMENT THEREOF, BY THE INDIVIDUALS NAMED
PERSONALLY AND COHERENTLY, THE LEGAL HOLDER OR HOLDERS OF SUCH NOTE AND THE OWNER OR OWNERS OF ALL INDIVIDUALS NAMED
RIGHT OR SOLEMNLY AFFIXED, AND THAT SO FAR AS THE FIRST PARTY AND HIS SUCCESSORS AND SONS AND HEIRREN EXCEPT
LAWED ALL SUCH LIABILITY OF ANY BORROWER EXPRESSLY WAIVED BY TRUSTEE AND BY EVERY PERSON NOW OR HERETOFORE CAPABLE
HEREON, OR ANY INDIVIDUALS ACCORDING HERETO OR TO PAY THE SAME ANY CONVENIENT OR OTHER EXPENSES OR EXPENSES OF ANY KIND
SOLD FIRST PARTY OR HIS SUCCESSORS AND SONS AND NO ONE OR MORE OF HIS SONS OR DAUGHTERS, WHO MAY RECEIVE
DEBTOR'S DEATH AND AGREED THAT NO BORROWER HERETO OR IN SUCH A STIPULATION AS PROVIDED ANY BORROWER OR
~~TRUSTEE~~ HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT AND IT IS EXPRESSLY AGREED
THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND RESTED IN IT AS SUCH TRUSTEE AND BANK OF NAPERVILLE
THIS TRUST DEED IS EXECUTED BY THE ~~TRUSTEE~~ HEREBY, NOT PERSONALLY, BUT AS TRUSTEE AS APPOINTED IN

68193507

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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.

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 improvements 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 note; (4) complete within a reasonable time any 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 and 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 Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, any may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money 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 mortgaged 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 ~~13~~¹³ 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, forfeiture, tax lien or title or claim thereof.

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 attorney's 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, searches and examinations, guarantee policies, Torrens certificates, and similar data and assurance 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of ~~13~~¹³ 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 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.