

TRUST DEED
(INDIVIDUAL)

UNOFFICIAL COPY 88572282

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 1, 19 88, between BEVERLY BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST No. 8-8218

----- herein referred to as "Mortgagors," and
FIRST NATIONAL BANK OF BLUE ISLAND
a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by
virtue of the laws of the State of Illinois, doing business in Blue Island, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$300,000.00)

THREE HUNDRED THOUSAND AND 00/100 ----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~XXXXXX~~ FIRST NATIONAL
BANK OF BLUE ISLAND
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date thereof on
the balance of principal remaining from time to time unpaid at the rate of CBR + 1 1/2% per cent per annum in instalments as
follows: INTEREST PAID QUARTERLY

~~XXXXXX~~ on the 1st day of MARCH, 1989, and INTEREST ONLY
~~XXXXXX~~ on the 1st day of each QUARTER 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 1st day of DECEMBER 1990
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
per cent per annum, and all of said principal and interest being made payable at the offices of the First National
Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may, from time to time, appoint in writing.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-
sions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WAR-
RANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying
and being in the City of Oak Forest COUNTY OF Cook AND STATE OF ILLINOIS,
to wit

Lots 1, 2, 5, 6, 14, 26, 27, 28, 30, 31, 32, 33, 36, 38 and 41 in Richmond Estates
being a subdivision of the North 1/2 of the Southeast 1/4 of Section 18, Township 36
North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
Commonly known as Richmond Estates - 159th & Ridgeland, Oak Forest, Illinois.

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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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not sec-
ondarily) 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, radiator 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 on the premises by the mort-
gagors or their successors or assigns shall be considered as constituting part of the real estate.
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and under the uses and trusts here-
in set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits
the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust
deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and
assigns.

WITNESS the hand . . . and seal . . . of Mortgagors the day and year first above written.
Beverly Trust Company as Successor Trustee to
BEVERLY BANK, TRUSTEE as aforesaid (SEAL) TRUST OFFICER: *Patricia Ralphson* (SEAL)
(SEAL) ATTEST: *Andrew P. Mihm* (SEAL)

STATE OF ILLINOIS, } I, _____ the undersigned
} a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
SS. THAT Patricia Ralphson and Andrew P. Mihm, Trust Officers
COUNTY OF COOK } who are personally known to me to be the same person S whose name S
} subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that
} are signed, sealed and delivered the said Instrument as their 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 5th day of December, A.D. 19 88
Patricia Ralphson
Notary Public

THIS DOCUMENT PREPARED BY: Annie R. Cross
FIRST NATIONAL BANK OF BLUE ISLAND
13057 S. WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

CBR is the Corporate Base Rate of interest established by the bank from time to time.

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THE COVENANT, CONDITIONS AND PROVISIONS REFERRED TO IN PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED

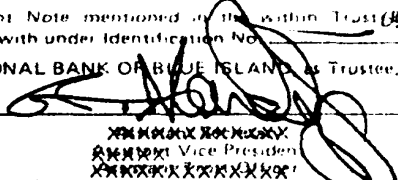
- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly 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) comply with 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 municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the due date of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, special assessment water charges sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and by windstorm and flood damage, where the lender is required by law to have its loan so insured under policies provided for by payments 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, and such policies 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 shall deliver all policies including all renewals and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest or pay premiums, 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 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereof authorized by the Trust Deed shall be so much additional indebtedness secured hereby and shall become immediately due and payable with that notice and with interest thereon at the rate of **CBR + 1 1/2** per cent per annum, in addition to the principal of the note and interest thereon.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may, in order to verify the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof, procure from the appropriate public office without incurring into the accuracy of such full statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- Mortgagor(s) shall not suffer or permit, without the written permission or consent of the Trustee or the holders of the note being first obtained, a sale, assignment or transfer of the premises or any portion thereof or any interest therein. Neither the Trustee nor the Note shall in any way be obliged to give such consent, should it be sought by the Mortgagor(s) or by anyone acting on behalf of the Mortgagors.
- 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 to be entered 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, appraisal fees, costs of documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to amount to be expended after entry of the decree of proceeding all such abstracts of title, title searches and examinations, guaranty bonds, 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. A lien for the costs 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 **CBR + 1 1/2** per cent per annum, when said or incurred by Trustee or holders of the note in connection with (a) any proceeding, including proceedings 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.
- 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 proceeding, 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 Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose on 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 Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not. 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 times when Mortgagors, 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 advisable 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 by any decree 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.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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, 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 of employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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, 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 person, 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 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 by the persons herein designated as makers thereof.
- 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. 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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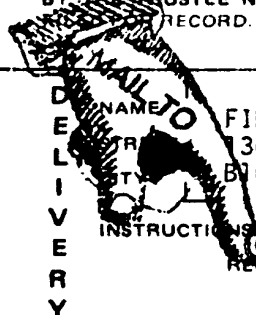
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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS
RECORDED.

The Installment Note mentioned within Trust Deed is hereby
identified herewith under Identification No. **88573288**

FIRST NATIONAL BANK OF BLUE ISLAND is Trustee,
by 

~~XXXXXXXXXXXXXX~~
Vice President
~~XXXXXXXXXXXXXX~~



NAME TO FIRST NATIONAL BANK OF BLUE ISLAND
13057 South Western Avenue
Blue Island, Illinois 60406

OR
RECORDERS OFFICE BOX NUMBER

made by **FOB RECORDERS INDEX PURPOSES**
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

12/1/03