

TRUST DEED

UNOFFICIAL COPY

88138996

THE ABOVE SPACE FOR RECOMMENDATION USE ONLY.

This Indenture

1988, Between Western National Bank of Cicero,
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 March 13, 1988 and known as Trust No. #10142
herein referred to as "Trust Party," and DAVID M. AUGUSTYN,
herein referred to as "Trustee," witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed one note bearing even date herewith in the principal sum of SIXTY THOUSAND AND 00/100

(\$60,000.00) - DOLLARS,
made payable to HEALTH 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 as follows:

In full accordance with Note dated January 14, 1988 to Affiliated Bank/Western National f/k/a Western National Bank of Cicero, in the amount of \$60,000.00, executed by WERNER MACHINE LTD., and all extensions, advances, renewals, or refinancings thereof.

~~REDEMPTION, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holder of the note may, from time to time, by writing appoint; and in absence of such appointment, then at the office of AFFILIATED BANK/WESTERN NATIONAL f/k/a Western National Bank of Cicero~~

In case more than one note is always related to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes so stated hereby.

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

THE STATE OF ILLINOIS,

Unit 11109-3A in Riviera Regal Condominium, together with its undivided percentage interest in the common elements, as delineated and defined in the Declaration recorded as Document NO. 86059069, of that part of the West 641.00 feet of the North East quarter of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, described as the North 705.00 feet of the East 395.06 feet, except from the above the South 284.50 feet of the North 517.25 feet of the West 215.00 feet of the East 395.06 feet of the West 641.00 feet aforesaid of the North East quarter of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County.

23-23 200-025-1029 m

Grantor also hereby grants to grantee Parking Garage Space No. PG24 as a limited common element as set forth and provided in the above referenced Declaration of Condominium. (11109 South 84th Avenue, Unit 3A, Palos Hills, Illinois)

P.I.N. #23-23-200-016 Property Address: 11109 South 84th Avenue
Unit 3A, Pines Hills, Ill.

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

TO HAVE AND TO HOLD the premises unto the said Trustee, his executors and administrators, for the purpose, and upon the uses and trusts herein set forth.

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 hereto by reference and are a part hereof.

**AFFILIATED BANK/WESTERN NATIONAL F/k/a
WESTERN NATIONAL BANK OF CICERO**
As Trustee as mentioned and not personally.

By David G. Karmis Vice-President
DAVID G. KARMIS

ATTEST Alfred James Weller

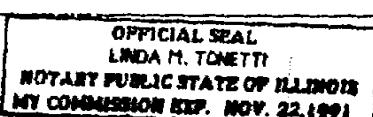
CAROL ANN WEBER Assistant Secretary

STATE OF ILLINOIS.) ss.
COUNTY OF CHICAGO.)

I, the undersigned, a Notary Public licensed for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CINCINNATI, a Corporation, 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 at 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 Assistant Secretary, then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation, or said Assistant Secretary's 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 30th day of March

A.B. 1288



UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSE SIDE OF THIS TRUST DEED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

4. Under the foregoing terms, shareholders shall be fully held, and in case of the failure of First Party, its successors or assigns or (iii) promptly replace, members may keep up the office of company manager or director or trustee on the premises, which may become damaged or destroyed; (ii) keep and maintain all goods, buildings and equipment, without costs, and free from encumbrance or other charge on the premises, which may become damaged or destroyed; (iii) pay, after due date, for any additional amounts may be required by a sum or charge on the premises, subject to the last held, and upon receipt of such satisfactory evidence of the damage or loss paid for by the lessee or by holder of the note; (ii) complete within a reasonable time any building not yet at any time or previous to existing time paid for; (iii) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, the right to make certain alterations to said premises except as required by law or unexecuted instruments; (iv) pay, before any penalty attaches, all general taxes, and any special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Tenant at his address or at his office or at his place of business, receipts therefor; (v) pay, in full under protest in the manner provided by statute, any loss or damage which First Party may suffer by reason of (i) keeping all buildings and improvements now or heretofore situated on said premises, caused against loss of damages by fire, lightning or explosion under policies providing for property by the insurance companies of money's sufficient value, to pay the cost of replacing or repairing the same so as to put the buildings and structures erected hereby, all in compensated satisfactorily, by the holder of the note, under insurance policies payable in case of loss of damage, (ii) losses for the benefit of the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and, if desired, all policies, including additional and renewal policies, to the holder of the note, and (iii) loss of income, caused to require to deliver, removal, reduce and limit their debt prior to the respective date of expiration; then Tenant or the holder of the note may, but need not, make full in part payment of principal or interest unpaid, interest accrued, interest and penalties, disbursements, compensation or satisfaction for loss at other prime rate or title or claim thereof, as regards loans on any or sale of buildings, advertising, and premises or conduct any business or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other amounts advanced by Tenant or the holder of the note to protect the mortgaged premises and the lessor-lessee, plus reasonable compensation to Tenant for extra trouble concerning which action herein authorized may be taken, shall bear much of interest, including interest and costs because immediately this and payable without notice and with present value of the rate of seven per cent per annum, fraction of Tenant or holder of the note shall never be demanded as a waiver of any right occurring by him on account of any of the provisions of this paragraph.

3. The Trustee is the holder of the bills hereby issued-making; any payment hereby authorized relating to taxes or assessments, may be forwarded to any bill, statement or estimate presented him for examination public with or without inquiry, into the accuracy of such bill, statement or estimate or, later than the validity of any tax, assessment, rate, deduction, fee, fine or like pecuniation imposed.

3. At the option of the holders of the note and without notice to First Party, by increase or signing, all unpaid indebtedness arising by this Note shall notwithstanding existing to the date of or in this Note due to the contrary, become due and payable immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party for full payment or signing of any one of the amounts specifically set forth in paragraph one hereof and with default still continuing for three days, such option to be exercised at any time after the expiration of such three day period.

6. When the publications hereby created shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the loan by suit, or may sue to foreclose the loan herein, there shall be allowed and included as additional indebtedness in the decree for all additional interest and expense which may be paid or incurred by us on behalf of "Trustee or holders" of the note by claimants' fees, attorney's fees, mileage, postage, and expert witness, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after notice of default, of proceeding, or such statement of title, costs, expenses and disbursements, insurance policies, Trustee certificates, and similar documents with respect to title, or any costs of holding the note, may accrue to be reasonably necessary either to prosecute such suit or to enforce judgment which may be had pursuant to such decree, the true condition of the note at the value of the premises. All expenditures and expenses of the parties in this proceeding mentioned shall be deemed additional indebtedness accrued, banked, and immediately due and payable, with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the note in connection with its own proceeding, including products and bankruptcy proceedings to which either of them may be a party, either as plaintiff, defendant, or defendant by reason of this trust deed or any indebtedness hereby secured; or of the amounts due for the enforcement of any suit for the foreclosing herein after payment of such right to foreclose, whether or not actually commenced, or of all proceedings for the defense of any such suit or proceeding which might affect the premises or the real estate herein, whether or not actually commenced.

The proceeds of any lottery shall be distributed and applied in the following manner: first, one-half of all funds and expenses incident to the formation, maintenance, and operation of the lottery shall be deducted; second, the remaining funds shall be distributed among the various charitable organizations which have been granted charters by the State Board, any amount to First Presbyterian Church, the legal representatives, or heirs present; third, all justified and lateral remaining unpaid on the note, fourth, any amount to First Presbyterian Church, the legal representatives, or heirs present; as their right may appear.

6. Upon, or at any time after the date of a bill to luncheon this trust deed, the court in which such bill is filed may appoint a receiver of all premises, rents, or the personal property, if any, held for the payment of the indebtedness named, hereby, and without regard to the then value of the premises, or whether the same shall be then required as a security for any and all debts, 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 continuance of such foreclosure suit; and in case of a sale and deficiency, during the full administration of such receiver, would be entitled to collect on a note, bonds, and suits, and all other powers which may be necessary or convenient in his discretion for the protection, possession, control, management and disposition of the premises during the continuance of such receiver, to apply the net amount so collected to the whole of his debt, or in part of it; [] The indebtedness created hereby, by any due process of law, except to the lien created or of such decree, provided such application be made to the trustee.

A. Trustees 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.

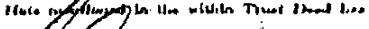
B. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to review this trust deed or to inspect any property herein referred to except as directed by the court or sheriff, nor shall Trustee be liable for any acts or omissions hereunder, except to the extent of its negligence or malfeasance or that of its agents or employees. Trustee may require indemnification by it before accepting any power herein set forth.

10. Trustees may, except by instrument in writing filed in the office of the Registerer of Deeds or Title in which this instrument shall have been recorded in case of the registration, mobility or removal to any other Registerer of Deeds or Title in which the premises are situated shall be necessary to file this instrument, before it can have the same force, power and authority as are herein given Trustees, and any Trustee, or any one or more of them, may, at any time, file a copy of this instrument in the office of the Registerer of Deeds or Title in which the premises are situated.

THEIR THIRTY-THIRD is executed by the Western National Bank of Glens, and personally signed by Trustees or officers in the name of the former and continuing partnerships and used in it as such. Western National Bank of Glens, the registrant, that it presents full power and authority to execute this instrument, which is completely understood and agreed that nothing herein contained shall be construed as creating any liability on the part of First Party or any and Western National Bank of Glens personally I pay that said note at my interest but may extend thereon, at any time thereafter, at my own discretion, however, by me, or by anyone else except my executors or liquidators contained, all such liability. It can, being represented, made by First Party and by every person now or hereafter claiming any right to it, wholly heretofore, and that so far as the First Party and its successors and both Western National Bank of Glens personally are concerned, the legal holder or holders of said note and the owner or owners of any right thereto, receiving hereon, shall hold valid all the premises heretofore granted to the legal holder, by the instrument of the Rea hereby created, in the manner herein and in all acts prescribed at by

11. If Mortgagor shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the Note secured hereby, the holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable, anything in said note or this Trust Deed to the contrary notwithstanding.

DEPT-01, RECORDING \$12.00
T#2222 TRAN 8573 04/05/98 10:53:00
#8736 # B * 88-138996
COOK COUNTY RECORDER

<p>IMPORTANT</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE MUST BE READ THOROUGHLY AND UNDERSTOOD BEFORE SIGNING. PLEASE READ CAREFULLY BEFORE THIS NOTE IS SIGNED OR RECEIVED.</p>	<p>The Note must be signed in the witness that I have read and understood the note under Identification No. <u>1550</u></p> <p> <u>DAVID M. AUGUSTIN</u> <small>TRUSTEE</small></p>
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E. SUDHAKAR

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Box 99

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<p style="text-align: center;">FOR RECORDING INDEX PURPOSES DO NOT FURNISH ADDRESS FOR ABOVE DESCRIBED PROPERTY HEREIN</p> <p style="text-align: center;">11109 South 84th Avenue Unit 3A Edgar Hills, Ill. 60465</p> <p style="text-align: center;">IT IS REQUESTED TO STAMP INDEX AND COPY 1991 EDITION OF THE INDEX</p>	
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