# UNOFFICIAL COPPR :

This Indenture, Made June 6,

1988 , between

Devon Bank, an Illinois Corporation, Chicago, Illinois, 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 August 26, 1986

and known as trust number 5235

herein referred to as "First Party," and The First Commercial Bank

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF TWO HUNDRED FIFTEEN THOUSAND AND NO/100THS

DOLLARS,

made payable to XXXXXXXX The First Commercial 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 and interest

date of disbursement on the balance of principal remaining from time to time unpaid at the rate

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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

First day of July 2013. 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 eight per cent per annum, and all of said principal and interest being made payable at such banking house

or trust company in 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 The First Commercial 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 succe sors and assigns, the following described Real Estate situate, lying and being in the City of Northbrook

COUNTY OF

AND STATE OF ILLINOIS, to-wit:

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LOT 6 IN ASTOR PLACE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST % OF THE SOUTH EAST % OF THE NORTH WEST % OF SECTION 13, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 04-13-112-035

PROPERTY ADDRESS: 205 Astor Place, Northbrook, IL 60062

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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, inador 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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NOFFICIAL Form Sid CAJ 6445 N. Western Avenue DEVON BANK DEVON BANK Chicago, Illinois Trustee Trust Deed has been identified herewith under Identification No. The Instalment Note mentioned in the within rower and lender, the note secured fore the Trust Deed is filed for ecord fied by the Trustee named here, a he-For the protection of both the bor this Trust Deed should be ide. Trustee. 15//2012 CIVEN under my hand and notarial seal, this cherein <mark>set torth.</mark> and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes seal of said Bank to said instrument as his own free and voluntary act and as the free edged that he, as custodian of the corporate seal of said Bank, did affix the corporate purposes therein set forth; and the said Assistant Secretary then and there acknowlas the free and voluntary act of said Bank, as frustee as aforesaid, for the uses and they are training delivered the sail instrument as their own free and voluntary act and relary, respectively, appeared before, me this day in person and acknowledged that of said Bank, 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 Sec-Ascistant Secretary Vice-President of the DEVON BANK, Chicago, fillinois, and 1, Michary Public, in and for said County, in the State aforesaid, DO HEREBY CER-COUNTY OF COOK STATE OF ILLINOIS 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, 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 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 seessary 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 by my 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

7. Trustee or the holders of the note shall have the right to inspect the fremises 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 he cof, 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 shad 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 he ein 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 exceeded 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 recreded 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 the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said conserc, shall render the entire note indebtedness immediately due and payable at the Note Holder's election.

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THIS TRUST DEED is executed by the Devon Bank, not personally but as Trustee as aforesaid in the T exercise of the power and authority conferred upon and vested in it as such Trustee (and said Devon Bank, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Devon Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Devon Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, DEVON 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 Secretary, the day and year first above written,

EXCULPATORY RIDER ATTACHED DEVON BANK

deficiency.

**DEVON BANK** As Trustee as aforesaid and not personally,

Vice-President

purposes, and upon the uses and trusta herein set forth. Trustee, its successors and interest in Trustee, its successors and assigns, forever, for the

IT IS FURTHER UNDERSTOOD AND ACREED THAT:

considered as a waiver of any right accruing to them in account of any of the provisions of this paragraph. thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be indebtedness secured hereby and shall become innediality due and payable without notice and with interest to Trustee for each matter concerning which crion herein authorized may be taken, shall be so much additional or the holders of the note to protect the most gaged premises and the lien hereof, plus reasonable compensation paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or contest any tax or assessment. All noneys paid for any of the purposes herein authorized and all expenses or other prior lien or title or claim ". e eof, or redeem from any tax sale or forfeiture affecting said premises principal or interest on prior encardisances, if any, and purchase, discharge, compromise or settle any tax lien set forth in any form and marner deemed expedient, and may, but need not, make full or partial payments of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of 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 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 respective dates of expiration; about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; 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 situated on said premises insured against toss or damage by me, ngmanns or the cost of replacing or repairing for pay the cost of replacing or repairing for payments to pay the cost of replacing or repairing for payments of the insurance companies of the holders of the polytopic of the holders of the companies satisfactory to the holders of the companies satisfactory to the holders of the companies of the cost of the holders of the companies of the holders of the cost of the holders of the cost of the holders of the cost of the cost of the holders of the cost of the holders of the cost o assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the general taxes, and pay special taxes, special sassessinents, water charges, sewer service charges, and other in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all cipal ordinances with respect to the premises and the selferial alterations making material alterations own or at any time in process of erection upon asia premises; (5) comply with all requirements of second in smit an won prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such nated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordiatter or the premises which may become damaged or be destroyed; (2) keep said premises in good condition successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or here-Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its

any tax, assessment, sale, forfeiture, tax lien or title or elzar Thereof. priate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of ing to taxes or assessments, may do so according to any bill, statement or estimate procured from the appro-2. The Trustee or the holders of the note hereby recured making any payment hereby authorized relat-

for three days, said option to be exercised at any time after the expiration of gaid three day period. or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust At the option of the holders of the note and without notice to First Party, its successors or assigns,

ity hereof, whether or not actually commenced. preparations for the defense of any threatened suit or proceeding which might affect the premises or the securfor the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit ruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankmediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imto such decree the true condition of the fitle to or the value of the premises. All expenditures and expenses of ably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonprocuring all such abatracts of title, title searches and examinations, guarantee policies, Torrena certificates, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of tees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stinographers, charges, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' lien hereof, there shall be allowed and included as additional indebtedness in the derive for sale all expenditures holders of the note or Trustee shall have the right to foreclose the lien hereof in any suit to foreclose the When the indebtedness hereby secured shall become due whether by acceleration or otherwise,

Party, its logal representatives or assigns, as their rights may appear. herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following

is filed may appoint a receiver of said may are received a receiver of said may appoint a rec en her before or after sale, 6. Upon, or any time after the filing of a bill to foreclose this trust deed, the court in which such bill

# CHICAGO, ILLINOIS UNDEFFICIAL COPY Sunc 26, 1988 \$215,000.00

#### ADJUSTABLE RATE INSTALLMENT NOTE

FOR VALUE RECEIVED, Devon Bank, an Illinois Corporation, Chicago, Illinois, 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 August 26, 1986 and known as Trust Number 5235, hereby promises to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of TWO HUNDRED FIFTEEN THOUSAND AND ND/100ths (\$215,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

- (a) From the date of disbursement to April 1, 1993, Ten percent (10%) per annum, and,
- (b) From July 1, 1993 to July 1, 1998 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on July 1, 1993 plus 1.5 percent per annum, and,
- (c) From July 1, 1998 to July 1, 2003 the prime rate at Continental Illino's National Bank and Trust Company of Chicago in effect on July 1, 1538 plus 1.5 percent per annum, and,
- (d) From July 1, 2003 to July 1, 2008 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on July 1, 2003 plus 1.5 percent per annum,
- (e) From July 1, 2008 to July 1, 2013 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on July 1, 2008 plus 1.5 percent per annum,

#### in the following manner:

- (1) From the date of disbursement to July 1, 1993 principal and interest on the balance of principal remaiting from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of One Thousand Nine Hundred Fifty Three and 71/100th (\$1,953.71) Dollars each, beginning with August 1, 1988 and continuing thereafter on the first day of each month; to and including July 1, 1993.
- (2) for the period from July 1, 1993 to July 1, 1998 the unpaid principal balance as of July 1, 1993 together with interest as computed in (b) above shall be amortized over a period of 20 jears and shall be payable in consecutive equal monthly installments beginning with August 1, 1993 and continuing thereafter on the first day of each month to and including July 1, 1998.
- (3) For the period from July 1, 1998 to July 1, 2003 the unraid principal balance as of July 1, 1998 together with interest as computed in (c) above shall be amortized over a period of 15 years and shall be payable in consecutive equal monthly installments beginning with August 1, 1998 and continuing thereafter on the first day of each month to and including July 1, 2003.
- (4) for the period from July 1, 2003 to July 1, 2008 the unpaid principal balance as of July 1, 2003 together with interest as computed in (d) above shall be amortized over a period of 10 years and shall be payable in consecutive equal monthly installments beginning with August 1, 2003 and continuing thereafter on the first day of each month to and including July 1, 2008.
- (5) From the period from July 1, 2008 to July 1, 2013 the unpaid principal balance as of July 1, 2008 together with interest as computed in (e) above shall be amortized over a period of 5 years and shall be payable in consecutive equal monthly installments begining with August 1, 2008 and continuing thereafter on the first day of each month except that a final payment of principal and interest, if not sooner paid, shall be due and payble on July 1, 2013.
- (6) All such payment on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

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It is expressly understood and agreed by and between the parties herato, enything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties 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 binding of that purtion of the trust property specifically described herein, and this instrument, a secuted and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that me personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the DEVON SANK in Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation covenant, undertaking, warranty or agreement of the fair Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representation; as to nor shall it be responsible for the existence, location or meintenance of the chutter herein described, if any. The relation of Columns Clark's Office arana mana di Afrikano di Parla di Afrika

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### UNOFFICIAL COPY 2

Interest after maturity or default until paid shall be payable at 15% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of The First Commercial Bank.

If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the late charge will be 5% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

The principal will be prepayable, in whole or in part, on any installment dute without penalty, on 20 days written notice.

The payment of this Note is secured by a Trust Deed, bearing even date herewith to said THE FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, to thich instruments reference is hereby made for a description of the security, and a statement of the terms and conditions upon which this Note is secured. It is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued intirest hereon, shall become at once due and payable at the place payment afortsaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Trust Deed shall accrue to the legal holders hereof under any of the provisions contained in said Trust Deed.

This Note and the Truc. Deed which secures it, will not be assumable without the Note Holder's prior consent. Any sale, transfer or further encumbrance (including but not limited to a contract sale, sale under articles of agreement for deed or a transfer to land trust) or any attempted sale, transfer or further encumbrance for the undersigned's title and interest to the property securing this Note, without said consent, shell render the entire note indebtedness immediately due and payable, at the Mcte Holder's election.

The maker, makers, guaranters or enforcers jointly and severally waive dilegence, presentment, protest and demand relate of protest, demand and dishonor and non-payment of this Note, and agrees to pay all costs of collection when incurred, including reasonable attorney's res. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Trust Deed securing this Note may be released, in whole or in part, or increased or modified, and may scare further advances without affecting said liability.

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage". If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

This Note is executed by DEVON BANK, not personally but as Trustee as atoresaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the property specifically described in said Trust Deed Securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforcible against the promisor or any person interest beneficially or otherwise in the said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funded at any time subject to said Trust Agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker, and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original successive holder of this Note accepts the same upon the express conditions that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other dispositions thereof, but that in case of default in the payment of this Note or any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this Note, in accordance with the term and provisions in said Trust Leed set forth or by action to enforce the personal liability of the guarantor, if any, or the payment hereof, or both.

#### UNOFFICIAL COPY 6.2

DEVON BANK, as Trustee as aforesaid and not personally.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstandir, that each and all of the representations, covenants, undertakings, warrenties and agreements here!, made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warrenties and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warrenties and agreements of particles, covenants, undertakings, warrenties and intended for the purpose or with the intention of binding said Trustee are personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it is such Trustee; and that no personal liability or personal responsibility is assumed by nor shell at any time be asserted or enforcesble against the DEVON BANK in Chicago or any of the benut disries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the said Trustee in this instrument on ained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to nor shell it be reposible for the existence, location or maintenance of the chattels herein described, if any. Conts Office

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