

# UNOFFICIAL COPY

TRUST DEED

BOOK COUNTY CLERK

88329309

1988 JUL 26 AM 10:30

88329309

THE ABOVE SPACE FOR RECORDERS USE ONLY

71-67-6880

THIS INDENTURE, Made July 11 1988, between HERITAGE BREMEN BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 11, 1988 and known as trust number 88-3370, herein referred to as "First Party," and

Heritage Bremen Bank and Trust Company

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

Six Hundred Fifty Thousand and no/100-----Dollars, made payable to ~~BEAVER~~ Heritage Bremen Bank and Trust Company

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

\*\* per cent per annum in instalments as follows:

INTEREST PAYABLE MONTHLY

INTEREST PAYABLE MONTHLY

~~xxDollarsxxxx~~

~~xxxx~~

xxx

xxx

~~xxDollarsxxxx~~

~~xxxx~~

hereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due on the 11th day of January 1989

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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Tinley Park 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

Heritage Bremen Bank and Trust Company

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, his successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal description--see attached rider

\*\*Floating 1/2% over Prime at Continental Illinois National Bank of Chicago

### Parcel 1:

That part of the following described parcel or land (taken as a tract), lying North of the South 450.0 feet and West of the East 50.0 feet thereof:

That part of the South East 1/2 of the South West 1/2 of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the South East corner of said South East 1/2 of the South West 1/2 and running thence West along the South line thereof, 316.50 feet; thence North along a straight line 880.0 feet to a point 316.37 feet West of the East line of said South East 1/2 of the South West 1/2; thence East parallel with the South line of said South East 1/2 of the South West 1/2 of Section 19, 316.37 feet to the East line of said tract; thence South along said East line, 880.0 feet to the point of beginning, all in Cook County, Illinois;

### Parcel 2:

The North 60 feet of the South 450 feet of the East 307.50 feet (except the East 50 feet thereof) of that part of the following described parcel of land (taken as a tract):

That part of the South East 1/2 of the South West 1/2 of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the South East corner of said South East 1/2 of the South West 1/2 and running thence West along the South line thereof 316.50 feet; thence North along a straight line 880.0 feet to a point 316.37 feet West of the East line of said South East 1/2 of the South West 1/2; thence East parallel with the South line of said South East 1/2 of the South West 1/2 of Section 19, 316.37 feet to the East line of said tract; thence South along said line, 880.0 feet to the point of beginning in Cook County, Illinois.

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STREET 17500 S. Oak Park Ave.

CITY Tinley Park IL 60477

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

BOX 333 - TH

14 00

INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

16600 S. Oak Park Ave.

Tinley Park IL 60477

88329309

88329309



UNOFFICIAL COPY

RECEIVED

NAME: Heritage Bremen Bank and Trust Company  
STREET: 17500 S. Oak Park Ave.  
CITY: Tinley Park IL 60471

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
16600 S. Oak Park Ave.  
Tinley Park IL 60471

17 00

TO HAVE AND TO HOLD the premises hereinafter described to the heirs, assigns and legal representatives of the grantor, subject to the covenants, conditions and restrictions hereinafter set forth, to the heirs, assigns and legal representatives of the grantor, subject to the covenants, conditions and restrictions hereinafter set forth, to the heirs, assigns and legal representatives of the grantor, subject to the covenants, conditions and restrictions hereinafter set forth...

Tax ID: #28-19-300-007-0000

This document prepared by  
Antia J. Flasing for  
Heritage Bremen Bank and Trust Company  
17500 S. Oak Park Ave.  
Tinley Park IL 60471

Property of Cook County Clerk's Office

THIS INDENTURE, Made July 11, 1988, between HERITAGE BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed of Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 11, 1988, and known as herein referred to as "First Party," and

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TRUST DEED

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holders of the note, such rights to be evidenced by the standard mortgage plan 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, to the insured, until such time as the policies are renewed or the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or 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 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 of 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 six percent 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentaries and expert testimony, publication costs and costs (which may be estimated as to items to be incurred after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, 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. All expenditures 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 six percent per annum, when paid or incurred by Trustee or holders of the note in connection with the foreclosure 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 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 times when First Party, its successors or assigns, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate 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.

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 hereof 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 or inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder, and 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.

11 and 12 see attached rider

11. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Trustee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the Note secured hereunder. Whenever, the Bank, its successors or assigns shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate, and the effective date of any such increase shall be the date of such transfer or conveyance. The grant of a security interest hereby specifically excludes any security interests in furniture, appliances, kitchenware, and any other property which qualifies as "household goods" as defined in 12 C.F.R. 227.12, unless such security interests are either possessory security interests or purchase money security interests.

12. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgement of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

As witness my hand and the seal of said Company, this 11th day of July, 1988, at \_\_\_\_\_, ASST. Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said ASST. Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of July, 1988, \_\_\_\_\_ Notary Public

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 FILED FOR RECORD.

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

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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TRUST DEED

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THIS INDENTURE, Made July 11, 1988, between <sup>Heritage</sup> BREMEN BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 11, 1988 and known as trust number 88-3370, herein referred to as "First Party," and

41-17-6880

Property of Cook County Clerk's Office

This document prepared by  
Anita J. Flassig for  
Heritage Bremen Bank and Trust Company  
17500 S. Oak Park Ave.  
Tinley Park IL 60477

Tax ID. #28-19-300-007-0000

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.

TO HAVE AND TO HOLD the premises unto the 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 notes; (4) complete within 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) 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 or 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

NAME | Heritage Bremen Bank and Trust Company  
STREET | 17500 S. Oak Park Ave.  
CITY | Tinley Park IL 60477

FOR RECORDERS INDEX PURPOSES  
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DESCRIBED PROPERTY HERE

16600 S. Oak Park Ave.

Tinley Park IL 60477

14 00

INSTRUCTION 6 0 2 6 7 8 OR  
RECORDER'S OFFICE BOX NUMBER BOX 999 - TH