

This instrument prepared by:

Donna Fahlgren

TRUST DEED

% Affiliated Bank/Franklin Park  
3044 Rose Street  
Franklin Park, IL 60131

UNOFFICIAL COPY

Western National Bank of Cicero n/k/a  
Affiliated Bank/Western National

88345460

THE ABOVE SPACE FOR RECORDERS USE ONLY

**This Indenture**, Made July 26, 19 88, 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 9/21/73 and known as Trust No. 5380 herein referred to as "First Party," and David M. Augustyn

herein referred to as TRUSTEE, witnesseth: See Attached

~~THAT, WHEREAS First Party has concurrently herewith executed a note bearing even date herewith in the PRINCIPAL SUM OF~~

made payable to BEARER 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:

~~principal bearing interest after maturity at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Franklin 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~~

In case more than one note is above referred 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 secured hereby.

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: Legal Attached

Parcel 1:

The West 166 feet of the South 304 feet of Lot 1 (except the South 232 feet thereof) in the Milwaukee Road Plat of industrial Lots in the North East quarter of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian,

Also

88345460

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 over that part of Carnation Street (being on part of Lot "C" in Milwaukee Roads plat of Industrial Lots) lying North of the South line of said Parcel 1 extended West to West line of Carnation Street and easement for ingress and egress over Seymour Avenue being the North 117 feet of the East 843.50 feet of the North East quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian, (except the South 57 feet of the North 117 feet of the East 341.12 feet of the West 401.12 feet of the East 843.50 feet of the North East quarter of Section 20 aforesaid) as created by deed from Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation of Wisconsin and J. K. Fiddes dated November 8, 1964 and recorded November 16, 1964 as document 19304179, in Cook County, Illinois.\*\*\*

windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the 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.

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.

IN WITNESS WHEREOF, WESTERN NATIONAL BANK OF CICERO, 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.

WESTERN NATIONAL BANK OF CICERO  
As Trustee as aforesaid and not personally.

By Carol Ann Weber  
CAROL ANN WEBER Vice-President

ATTEST Rosmarie J. Baran  
ROSIMARIE J. BARAN Assistant Secretary

STATE OF ILLINOIS, )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, 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 as 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, as 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 27th Day of July A.D. 19 88

OFFICIAL SEAL  
DIJORES PARA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 16, 1991

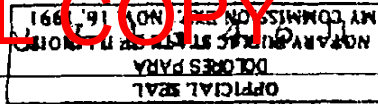
Robert Carr

Notary Public

88-12-0  
RE: TITLE SERVICES #



UNOFFICIAL COPY



Notary Public

*[Signature]*

A.D. 19 88

July

Day of

27th

Given under my hand and Notarial Seal this

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, 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 as 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 Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

ROSEMARIE J. BAJAN Assistant Secretary

ATTEST

*[Signature]*  
Vice-President

CAROL ANN WEBER

As Trustee as aforesaid and not personally.

WESTERN NATIONAL BANK OF CICERO

Affiliated Bank/Western National Bank of Cicero

IN WITNESS WHEREOF, Western National Bank of Cicero, 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side) of the trust deed are incorporated herein by reference and are a part hereof.

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.

assigns shall be considered as constituting part of the real estate.

attached hereto 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

refrigeration (whether single units or centrally controlled) and all apparatus, equipment or articles now or hereafter located on or attached to the premises, including but not limited to, air conditioning, water, light, power, and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and

TOGETHER with all improvements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereon for so long

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

12-20-201-053  
3849 Convention  
Franklin Park

of Cook County Clerk's Office

**This Indenture**, Made July 26, 19 88, 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 9/21/73 and known as Trust No. 5380 herein referred to as "First Party," and David M. Augustyn See Attached

This instrument prepared by: Donna Fahlgren  
% Affiliated Bank/Franklin Park  
3044 Rose Street  
Franklin Park, IL 60131  
WESTERN NATIONAL BANK OF CICERO n/k/a Affiliated Bank/Western National Bank of Cicero  
883445360  
THE ABOVE SPACE FOR RECORDERS USE ONLY

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

### 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 mechanics' or other liens or claims for fees not actually 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 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 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 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 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 mortgage premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become due and payable without notice with interest thereon at the rate of seven 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 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 documentary and expense, 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, 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 as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven 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 of the applicant 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 and profits and said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the 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 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 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 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, extent, 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 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 if 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 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 transfer by instrument in writing filed in the office of the Recorder of Deeds in the County of Cook, Illinois, the interest in the premises which this instrument shall have been executed or filed. In case of the resignation, inability or refusal to act of Trustee, the lien hereof shall be a lien of the county in which the premises are situated shall be exercised in Trustee's name, and the Trustee hereunder shall have the identical Bill of Sale as if he were the owner of the premises, and the Trustee hereunder or his successor shall be entitled to receive the proceeds of the sale of the premises and to execute the same.~~

THIS TRUST DEED is executed by the Western National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Western National Bank of Chicago, 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 Western National Bank of Chicago 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 Western National Bank of Chicago 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.

Rider attached and made a part of this Trust Deed

DEPT-01 \$15.00  
 T#1111 TRAM 0111 08/02/88 12:18:00  
 #1542 # A \* -88-345460  
 COOK COUNTY RECORDER

<b>IMPORTANT</b>	The Note mentioned in the within Trust Deed has been identified herewith
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.	under Identification No. _____
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.	by _____
	Vice President

DELIVERY INSTRUCTIONS

NAME | Affiliated Bank/Franklin Park  
 STREET | Donna Fahlgren  
 | 3044 Rose Street  
 CITY | Franklin Park, IL 60131

FOR RECORDERS INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE

OR  
 RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

154

88345460

88345460

# UNOFFICIAL COPY

8 3 3 4 5 4 6 0

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED BETWEEN AFFILIATED BANK/  
WESTERN ANTIONAL AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 21, 1973,  
AND KNOWN AS TRUST NO. 5380, AND NOT PERSONALLY, FIRST PARTY AND DAVID M.  
AUGUSTYN, TRUSTEE

EXONERATION PROVISION RESTRICTING ANY LIABILITY  
of the AFFILIATED BANK WESTERN NATIONAL stamped  
on the reverse side hereof is hereby expressly made  
a part hereof.

10. Additional Granting Clause - First Party hereby grant to the Trustee a security interest in all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electric monitoring equipment and all other machinery, apparatus and equipment of every nature used in the operation, maintenance and protection of the real estate.

11. In the event of the death, resignation, inability or refusal to act of the Trustee, then the officer designated by Affiliated Bank/Franklin Park shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to the Trustee.

12. If the title to the premises is conveyed by the First Party or if the beneficial interest in a land trust holding title to the premises, is assigned during the lifetime of this Trust Deed and the Note and Guaranty its secures, the entire unpaid balance due thereon shall, at the election of the holder of the Note and Guaranty secured by this Trust Deed, become immediately due and payable.

13. All future advances shall have the same priority of lien as if advanced on the date of recording of this Trust Deed.

14. First Party hereby waive any and all rights of redemption under any order of foreclosure of this Trust Deed, on their own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed

AFFILIATED BANK/WESTERN NATIONAL AS  
TRUSTEE UNDER TRUST AGREEMENT DATED  
SEPTEMBER 21, 1973 AND KNOWN AS TRUST  
NO. 5380, AND NOT PERSONALLY

By: Carol Ann Miller  
Vice President - Trust Officer

Attest: Rosemarie J. Barron  
Assistant Secretary

88345460

