

UNOFFICIAL COPY

TRUST DEED

89465125

760638

89465125

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

72-25-742

THIS INDENTURE made September 22, 1989, between Manufacturers Affiliated Trust Company as successor Trustee to First State Bank and Trust Company of Franklin Park, not personally, but as Trustee U/I/A dated 11/20/79, and known as Trust No. 616, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED THIRTY ONE

THOUSAND TWO HUNDRED FIFTY AND no/100 ----- (\$131,250.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the date of disbursement on the balance of principal remaining from time to time unpaid at the rate of ~~XXXXXXXXXXXX~~ percent per annum in installments (including principal and interest) as follows: as provided in the Note executed by the maker thereof bearing even date herewith and which this Trust Deed secures.

Dollars or more on the ~~XXXXXX~~ day of ~~XXXXXXXXXXXX~~ 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 ~~XXXXXX~~ day of ~~XXXXXXXXXXXX~~ 19~~XX~~. 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 ~~XX~~ percent 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 Oak Trust and Savings Bank in said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY ~~XXXXXX~~ unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Franklin Park, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 19 in Salerno-Kaufman Subdivision of Part of Tract Number 1 in Owners Division of Part of the East 1/2 of the North East 1/4 of Section 29, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

& Return to

Tax ID #12-29-203-014-0000 Address: 10519 Crown Road, Franklin Park, Illinois 60131

This Instrument was Prepared by William T. O'Neill, Attorney-at-Law, 1000 North Rush Street Chicago, Illinois 60611

BOX 333 - GG

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 Mortgagor 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 the mortgagor 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 in on 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 and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the \_\_\_\_\_ of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Manufacturers Affiliated Trust Company as successor Trustee to First State Bank and Trust Company of Franklin Park, not personally but as Trustee aforesaid.

CORPORATE SEAL

BY SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY ASSISTANT VICE PRESIDENT ATTEST: Assistant Secretary

STATE OF ILLINOIS, } SS. I, \_\_\_\_\_ a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT \_\_\_\_\_ Assistant Vice President of the \_\_\_\_\_ and \_\_\_\_\_ Assistant Secretary

1400

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notarial Seal

NOTARY PUBLIC

89465125

**UNOFFICIAL COPY**

**OAK TRUST AND SAVINGS BANK**  
1000 NORTH RUSH STREET  
CHICAGO, ILLINOIS 60611

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

10519 Crown Road

Bank Park, Illinois

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST  
DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST  
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR  
RECORD.

CHICAGO TITLE AND TRUST COMPANY,  
Trustee.  
Assistant Secretary  
Assistant Vice President

Identification No. 760638

\* See attachment hereto for Agreements Nos. 18, 19, 20 and 21.  
The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.  
Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed is issued.

17. Before releasing this trust deed, Trustee or successor shall receive for his services a fee as determined by its rate schedule in effect when the release is issued. The mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on his own behalf and on behalf of each and every person, except decedent or judgment creditors of the mortgagee, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

16. The mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on his own behalf and on behalf of each and every person, except decedent or judgment creditors of the mortgagee, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

14. Trustee may assign 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 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.

13. Trustee shall release this trust deed and the lien thereon 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 in the name of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which genuine note herein described may be a successor trustee may accept as the genuine note herein described and which conforms in all respects with the description herein contained in this instrument as made hereof.

12. Trustee has no authority to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, not 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 indemnification satisfactory to it before exercising any power herein given.

11. 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.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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, which under the terms hereof, constitute secured indebtedness, additional to that evidenced by the note, with interest as herein provided; third, and expenses incident to the foreclosure proceedings, including all such terms as are mentioned in the preceding paragraph hereof; second, all other terms and expenses of any foreclosures sale of the premises and applied in the following order of priority: First, on account of all costs not actually commenced.

8. The proceeds of any foreclosures sale of the premises and applied in the following order of priority: First, on account of all costs not actually commenced.

7. When the indebtedness hereby secured shall become due and payable, or when the lien hereon shall be foreclosed, Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and included an additional indebtedness in the decree for sale of the premises 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, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assumptions with respect to the value of the premises, all expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equal to the rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth herein, 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) preparation for the defense of, or proceeding with, or enforcement of, any suit for the foreclosure hereof or such right to foreclose whether or not actually commenced; or (c) preparation for the defense of, or proceeding with, or enforcement of, any suit for the foreclosure hereof or such right to foreclose whether or not actually commenced; or (d) preparation for the defense of, or proceeding with, or enforcement of, any suit for the foreclosure hereof or such right to foreclose whether or not actually commenced.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed, become due and payable (a) immediately in the case of default in making payment of any installment or principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained. \* See attachment hereto.

5. Trustee or the holders of the note hereby secured making any payment 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 assessment, sale, foreclosure, tax lien or title or claim hereof.

4. In case of default hereon, Trustee or holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and 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 title or claim hereof, or redeem from any tax sale or foreclosure 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 mortgagee's 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the rate set forth herein. 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 default hereunder on the part of Mortgagee.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or whistlers (and flood damage, where the lender is required by law to have his loan so insured) 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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# UNOFFICIAL COPY 760638

ATTACHMENT TO TRUST DEED MADE September 22, 1989 BETWEEN Manufacturers Affiliated Trust Company, as successor Trustee to First State Bank and Trust Company of Franklin Park, not personally, but as Trustee under Trust Agreement dated 11/20/79 and known as Trust No. 616

THEREIN REFERRED TO AS "MORTGAGORS" AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

\*\* (Continuation of agreements of Mortgagors from paragraph 6 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable.))

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of the Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of direction over the land trust or any interest in the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

(Additional agreements of Mortgagors continued from Trust Deed.)

18. The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the prematurity rate stated in the Note. Interest at the prematurity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or holders of the Note a late charge in an amount equal to two percent (2%) multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note within ten (10) days after the due date of that Instalment.
19. Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures as provided in said Note.
20. Mortgagors covenant and agree that this Trust Deed and the Note secured thereby are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Chapter 17 of the Illinois Revised Statutes.
21. Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on their own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagors, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

89465125

CHICAGO TITLE AND TRUST COMPANY  
TRUSTEE  
1111 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

OAK TRUST AND SAVINGS BANK  
1000 NORTH RUSH STREET  
CHICAGO, ILLINOIS 60611

**UNOFFICIAL COPY**

This Rider is attached to and made part of Trust Deed dated September 22, 1989 to Oak Trust and Savings Bank for \$131,250.00 re: 10519 Crown Road, Franklin Park, Illinois 60131.

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, and representations of each and every kind are those of the Grantor's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

MANUFACTURERS AFFILIATED TRUST COMPANY, / Successor TRUSTEE to  
First State Bank and Trust Company of Franklin Park, not personally but as Trustee aforesaid.

By: *Carol Ann Weber*  
Carol Ann Weber

Its: Second Vice President

By: *Rosemarie J. Bagan*  
Rosemarie J. Bagan

Its: Land Trust Officer

STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK    )

760638

89465125

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the MANUFACTURERS AFFILIATED TRUST COMPANY, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 said attesting officer, 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 the 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 September, 1989

OFFICIAL SEAL  
DOLores PARRA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 16, 1991

*Dolores Parra*  
NOTARY PUBLIC

UNOFFICIAL COPY

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8/10/87

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