TRUST DEED NOFFICIALS COPYS 3585

THE ABOVE SPACE FOR RECORDING COM ORDER
THIS INDENTURE, Made October 23 19 89, between The Midwest Bank and Trust Company a Banking Corporation, 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 June 8, 1983 and known as trust number 84-06-4434 herein referred to as "First Party," and hidwest Bank and Trust Company an Illinois corporation herein referred to as "FRUSTEE, wilnesseth:
THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of One Hundred Fifty Thousand and no/100's
made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from closing date on the balance of principal remaining from time to time unpaid at the rate of 10.75% per cent per annum in installments as follows:Two Thousand Four Rundred Thirty Four and 93/100's
Dollars on the 5th day of January 19 90 and ——Two Thousar! Four Hundred Thirty Four and 93/100's———Two Thousar! Four Hundred Thirty Four and 93/100's———————————————————————————————————
NOW THEREYORE. First Party to secure the payment of two- of principal sum of money and said interest to necuredance with the terms, proxisions and limitations of this trust deed, and able in consideration of the sain of One badar in hand paid, the receipt wheeless is the such nowledged, does by these presents grand, center, release, allowing described Real Estate situate, it is not considerated and assigns the failure of the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:
Lots 25 and 26 in Mills and Sons rirst Addition to Greenfields, being a Subdivision of the South 191 feet of the East Half of the South West quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
THIS INSTRUMENT PREPARED BY: Robert Figarelli Midwest Bank and Trust Company 1606 N. Harlem Avenue Elmwood Park, Illinois 60635
-89-513085 %
which, with the property hereinafter described, is referred to begin as the "premises," TOGETHER with all improvements, tenemonia, casements, fixtures, and appurtenances thereto belonging, and all crits, assues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are piedered prime if and on a perity with said real estate and not secondarily), and all apparatus, equipment or satisfies over or hereofter therein or thereon used to jupity that, gas, sic conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventificion, including (without restricting the foregoing), screens, window shallers storm doors and windows flour coverings, in-a-door long, awaings, screen and water healters. All of the foregoing are defended, and real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment of still as accessors or assigns shall be considered as constituting part of the real state. TO HAVE AND TO HOLD the premises unto said Trustee, its successors of the purposes, and upon the uses and trust hereins that the purposes, and upon the uses and trust hereins that the purposes, and upon the uses and trust hereins.
PROPERTY INDEX NUMBERS 1 2 - 3 6 - 3 2 7 - 0 2 4 - 0 0 0 0 8 12-36-327-025 A SA BLK PCL UNIT
IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. U.151 the indichtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promotity repair, restore or reducid any buildings or insuronaments how or bereafter on the premises which may become damaged or be destroyed: (2) keep said premises in good condition and repair, without weste, and free from mechanic's or other lists or claims for item not expressly subordinated to the lies hereof; (3) pay whin due any indebtedness which may be secured by a lies or charge on the premises superior to the lies hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lies to Trustee or to holders of the note; (4) complete within a responsible time any building or buildings now or at any this in process of erection upon said premises; (6) comply with all redurements of law or imminized ordinances with respect to the premises and he use thereoff; (6) refrain from making material alterations in said premises and the use thereoff; (6) refrain from making material alterations in said premises are suggested by law or municipal ordinances with respect to the premises and the use thereoff; (6) refrain from making material alterations in said premises and the use thereoff; (6) refrain from making material alterations in said premises and the use thereoff; (6) refrain from making material alterations in said premises and the use thereoff; (6) refrain from making material alterations in said premises and the use thereoff; (6) refrain from making material alterations of the note and remained by a said the premises and the use thereoff; (6) refrain from making material alterations of the note and remained to the note application of the note and premises and the premises and the premises and the premises of the note and premises of the note and remained premises of many and premises of the note and premises of the note and the premises of the note and premises of the note and premises of the note and premise

DELIVERY

Real Estate Dept. Midwest Bank & Trust Company 1606 N. Harlem Avenue Elmwood Park, IL 60635

or RECORDER'S OFFICE BOX NO.

for information only insert street aldress of above described property.
7708 W. North Avenue, Elmwood Park, IL

- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized, relating to taxes or the mote precured from the appropriate public office without inactory into the accuracy of such bill, statement or estimate procured from the appropriate public office without inactory into the accuracy of such bill, statement or sections of into the validity of any izas, assessment, safe, forfeiture, tax lies or title or claim the reference or sections at the payment of any incidence of the note and without notice to First Party, its survecture or anotice, and imposed incidence accuracy by this trust.

 3. At the option of the bolder, of the note and without notice to First Party, its survecture due and payment of any incidence of the note of the payment of any incidence of the note of the payment of any incidence of the payment of any incidence of the note of the payment of any incidence of the payment of the appropriate payment of any incidence of the payment of the payment

- purpose.

 5. Trustee has no duty to examine the title, location, existence, or condition of the premiers, nor shall Trustee be obligated to record this trust do exercise any power is refer siran unless expressly obligated by the terms hereof, nor be lightle for any acts or omissions hereunder, exercity in some went gross negligence or see due to that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercise.

 Trustee has no duty to examine the title, location, existence, or condition of the premiers, nor shall Trustee be obligated to record this trust do exercise the premiers and it may require indemnities satisfactory to it before exercise.
- any, we herein given.

 9. Trustes shall release into it is deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been felly paid; and Trustee may execute and deliver a release hereof to and at the recipient of any person, who shall, either before or after maturity beref, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been peld, which representation Trustee may accept as the ground has been peld, which are represented of a successor trustee start and secret was now which bears a certificate of its successor trustee and the executed on form in substance with the descript on herein contained of the note and which burports to be executed by a priper trustee hereunder we which release is requested of the original trustee and it has accorded any the which may be presented and which burports to be executed on behalf of first Party; and which of the description herein, it is not and which purports to be executed on behalf of first Party.

 10. Trustee may resign by instrument in viting filed in this first Party.

 11. Trustee may resign by instrument in viting filed in this of the Recorder of Persis of the country in which the presisee and any Trustee or successor shall be entitled to reasonable compensation, for all acts performed hereinader.
- 1). In the event of the commencement of judicial proceedings to found: "other need dead, First Party does breely at pressly waive any use all rights of reds. "gains from including to found the rest of first party dead and the pressly waive any use all rights of reds." The commencement of judicial proceedings to found: "other need of first Party, and on the pressure and six the date; "the execution of the reds on the first Party, and of first Party, and on the pressless and six the date; "the execution of the ex
- the order or decree is entered, the annount of his bid therefor.

 12. It is hereby agreed that is the even (the First Party sells, transfers, conveys, set gas, or disposes of the property hereti, involved, or set liers or payments the transfer or the tribe to seed property by agreed the set of the tribe to seed property by agreed the set of the tribe to seed property by agreed the set of the tribe to seed property by agreed the set of the tribe to seed property by agreed the set of the tribe to seed property by agreed to not be retained to the option of the folder, the control principal behavior of the folder, the control principal behavior of the folder, the control principal and interest payment in the control principal and interest payment or received by ten (10) days after the distinct to great the property securing the individual six, the First Party agrees to deposit with the Heider nominally, a general on of the currents year tasks, upon the distinction of the loan, and to up a mountably is advision to set of the first Party promises to post the difference upon demand.

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as provine as afterward; and it is expressly understood and agriced by the parties hereto, anything herbin to the contrary notwithstanding, that each and all of the covenants; undertakings and agreements of the Trustee, named and referred to its said Agreements herein mode are made it personally, but this instrument is executed and discreted by The Trustee, named and referred to its said Agreement, for the purpose of the provide and agreements of the Trustee, and no personal indicates the Trustee, and no personal liability or personal responsibility is assumed by not shall at any time to assume the exercise of the powers consequent. Made the trustee, and no personal liability or personal responsibility is assumed by not shall at any time to assume the endorsed against, The Midwest Bank and Trust Company, its agents of employees, on account of any overenment, undertaking of agreement herein or it said principal note contained, either expressed or implied, all such personal liability, if any, being hyreby expressly universal and endes of said principal interest notes hereof, and by all persons limining by a worder of all party of the second part or holder or holders, owner or owners of such principal interest and several that The Nilvers Hank and Trust Company, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and by the province of the covenants herein contained to the covenants herein contained to the covenants herein contained the performance of any of the covenants herein contained to the performance of the property hereby mortigaged and the rents, is seen and profit thereof:

1NUTNESS WITEREST The Midwest Hank and Trust Company, or generally but as Trustee is a for any for the party of the second hyperity of the second hyperi

IN WITNESS WHERECF, The Midwest Bank and Trust Company, not personally but as Trustee in afor said, has caused these presents to weigned by e-President, and its corporate real to be become affixed and attested by its Assistant Cashier, the day and one first above written.

The Midwest Bank and Trust Company As Trustee as iforesaid and not personally,

VICEPRESIDENT Attest Loan Officer XXXXXXXXXXXXX Sheila R. Zeeman State aformaid. In HEREBY CERTIFY, that

Robert Figarelli
Executive vice-President of the MIDWEST BANK AND TRUST COMPANY, and
Ganice Eppelheimer

Loan Officer CY VICE President of said Seah, who are personally known to me to be a Assistant Cashier, respectively, appeared before me this day in person and achier free and voluntary act of said Bank, or Traine as a diversaid, for the uses and purpose of the corporate seal of said Bank, did a fills the corporate seal of said Bank to said as aforested, for the uses and purpose therein set forth.

"OFFICER, LESS" Sheife R. Terman Notary Public, Stan of Illinois My Commission Expressing, 21, 1993

بهم أذ الرحورة وعيده وجهة

October 89.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instalment Note mentioned in the within Trust Desi-

942 with under Identification No.

inch Dr. E

The

STATE OF ILLINOIS | SS.