

# UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

## TRUST DEED

THIS INDENTURE, Made

November 10, 1989, between

FIRST AMERICAN BANK OF RIVERSIDE

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 1/30/86  
and known as Trust Number 418, herein referred to as "First Party," and

COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation

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 Three hundred seventy five thousand and no/100ths. (\$375,000.00)---- Dollars,

made payable to THE ORDER OF Commercial National Bank of Berwyn

in 12 successive equal installments of principal and interest commencing the 20th day of December, 1989, and on the 20th. day of each & every month thereafter, all except the last of said installments of principal and interest to be in the amount of \$4,041.61\* and said last installment to be the entire unpaid balance due hereon, including interest on the principal balance from time to time outstanding at the rate of 11.50% per annum initially and at a varying rate per annum thereafter which shall be 1.00% per annum above the prime rate announced by this Lender, such rate to be changed on the day or days said prime rate is changed, and with interest after maturity of the final installment at a rate 3.00% per annum above said prime rate, until fully paid. All payments shall be applied first to interest and the balance, if any, to principal. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. Due: November 20, 1994.

\*12 pymts. \$4,200.00 beginning December 20, 1990  
 \*12 pymts. \$4,300.00 beginning December 20, 1991  
 \*12 pymts. \$4,400.00 beginning December 20, 1992  
 \*12 pymts. \$4,500.00 beginning December 20, 1993

payable at such banking house or trust company in Berwyn Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at

the Office of Commercial National Bank of Berwyn

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in said municipality.

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NOW, THEREFORE First Party, for value received, the payment of the 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, 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

That Part of the North East 1/4 of the North West 1/4 of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a Point on the South Line of Ogden Avenue, 204.5 feet due East of the West Line of the East 1/2 of the North West 1/4 of Section 1 aforesaid; running thence Easterly along the South Line of Ogden Avenue, 125.78 feet; thence South parallel to the West line of said East 1/2, 229.5 feet; thence West 125 feet to a point 204.5 feet East of the West line of said East 1/2; thence North 216.2 feet to the point of beginning (except from above described tract the South 79.2 feet conveyed to Mamie Meyers by Deed recorded April 19, 1915 as Document 5615394, in Book 13312, Page 388) in Cook County, Illinois

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

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and reverses thereof for so long and during all such times as First Party, its successors or assigns, as be entitled thereto, who have pledged primarily and on par with said real estate and not secondarily, own, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, 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, unadorned 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, or promptly repair, restore, rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, to keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the lien herein, to pay, when due any indebtedness, which may be secured by a lien or charge on the premises superior to the lien herein, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes, to complete, within a reasonable time any building or buildings now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to refrain from making material alterations in said premises except as required by law or municipal ordinance, to pay before any penalty attaches all general taxes, and special assessments, water charges, sewer service charges, and other charges accrued on the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor, to pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest, to 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 money sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness set forth herein, 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 as are 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, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest.

MAIL TO:

THIS DOCUMENT PREPARED BY

Roger C. Forcash, Senior Vice-President/bs

Commercial National Bank of Berwyn  
 3322 S. Oak Park Ave.  
 Berwyn, IL 60402

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

7743 W. Ogden Ave.

Lyons, IL 60534

 PLACE IN RECORDER'S OFFICE BOX NUMBER

THIS IS A JUNIOR TRUST DEED

Borrower shall pay to the Note holder a late charge of 5% of any monthly installment is due not received by the Note holder within 10 days after the installment is due

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on prior encumbrances, if any, and pur has disclaimer, to profit or set off any amount or the amount of the claim that it may have from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money so paid by any of the purchasers from authority of the expenses paid and interest thereon therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note towards the unpaid principal of the same, are to remain in 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 seven per cent per annum. Fraction 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 note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared 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 due or claim thereon.

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 immediately in the case of default in making payment of any instalment 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stamp, lawyers' 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, title 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 defend an action brought against 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 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, with or without regard to the cause or causes existing at the time of application, if the premises are held for the payment of any debt or for the payment of the indebtedness secured hereby, and with or without regard to the value of the premises or whether the same shall be then occupied as a domestic dwelling 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 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 of in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, of 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, (b) 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, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note of trust deed, 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 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 premises 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 or 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 true the note herein described any note which bears an identical identification number purporting to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept the 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 by the persons herein designated as makers thereof.

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, 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.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.  
**THIS LOAN IS PAYABLE IN FULL AT THE END OF 5 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.**  
However, if all or any part of the property is sold or transferred without Lender's prior written consent, Lender may declare the entire loan balance to be immediately due and payable and after 30 days Borrowers can become liable for expenses of foreclosure including court costs and reasonable Attorney's fees.

THIS TRUST DEED is executed by the First American Bk. of Riverside personally by an officer as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First American Bk. of Riverside 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 First American Bk. of Riverside to pay the said note or any interest that may accrue thereon or any indebtedness accrued 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 First American Bk. of Riverside 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.

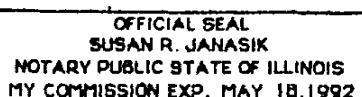
IN WITNESS WHEREOF, First American Bk. of Riverside personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

FIRST AMERICAN BANK OF RIVERSIDE, As Trustee as aforesaid and not personally,

By *John S. Schley* ATO Vice-President

Attest: *Jules E. Coats* ATO Secretary

STATE OF ILLINOIS | SS.  
COUNTY OF COOK |



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Secretary of the First American Bk. of Riverside, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Secretary then and there acknowledged that he and Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said 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 10th day of November 1989

Notary Seal

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 instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

BY

TRUSTEE: