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89053887

This Indenture, made January 27, 1989, between Heritage Trust Co., an Illinois 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

February 13, 1978 and known as trust number 1889 herein referred

to as "First Party," and Heritage Bank and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

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

TWO MILLION FOUR HUNDRED SIXTY THOUSAND AND NO/100----- DOLLARS,

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 and interest

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

+ 1% Floating of Base per cent per annum in installments as follows: INTEREST ONLY PAYABLE MONTHLY DOLLARS

on the first day of February 19 89 and INTEREST ONLY PAYABLE MONTHLY DOLLARS

on the first day of each and every month 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 first day of October 19 89 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 installment 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 Blue Island 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 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, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED

DEPT-01 \$15.00
T#1111 TRAN 2899 02/03/89 12:59:00
#4307 * - 89 - 053887
COOK COUNTY RECORDER



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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, in-door 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.

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UNOFFICIAL COPY

Box 451

TRUST DEED

To

Trustee

Bank

Heritage Financial Services

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 01995

BY:

[Handwritten signature]

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.

"OFFICIAL SEAL"
Linda Lee Lutz
Notary Public, State of Illinois
My Commission Expires May 13, 1991

[Handwritten signature]
Notary Public

January day of A.D. 19 89

GIVEN under my hand and notarial seal, this 9th day of January, 1989, Lynda A. Bluet, Assistant Secretary of said Bank, who are 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Asst. Vice-President of Heritage Trust Company

They, that Cynthia T. Sikora

Linda Lee Lutz

STATE OF ILLINOIS } COUNTY OF COOK

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Property of Cook County Clerk's Office

48825068

UNOFFICIAL COPY

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 thereof 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 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 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, 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. In the event of the sale, transfer, assignment or conveyance of the beneficial interest in the aforesaid trust, or any part thereof, or in the event of the sale, transfer, assignment or conveyance of the title to the aforesaid premises, or any part thereof, or in the event of the sale on installment payments of the aforesaid premises or any part thereof by the aforesaid Mortgagor or the holder of the beneficial interest in the trust or their assignees, transferees or grantees at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgagee's regulations then in effect, the entire unpaid balance of the principal and interest and advances, if any, shall immediately become due and payable without notice at the option of the mortgagee, and the aforesaid sum shall bear interest at the rate of Base + 1% per annum from the date of said sale, transfer conveyance or the making of a contract to sell on installment payments until paid.

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

THIS TRUST DEED is executed by Heritage Trust Company, 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 Heritage Trust Company 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 Heritage Trust Company 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 Heritage Trust Company 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.

IN WITNESS WHEREOF, Heritage Trust Company, 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.

HERITAGE TRUST COMPANY
As Trustee as aforesaid and not personally,
By *[Signature]*
Vice-President
ATTEST *[Signature]*
Assistant Secretary

THIS INSTRUMENT PREPARED BY:
[Signature]
HERITAGE BANK & TRUST
12015 SOUTH WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

890533887

89053887
72285982

Property of Cook County Clerk

~~24-21-406-001~~ PIN: ~~24-21-406-001~~
~~24-21-405-005~~ ~~24-21-405-005~~

LOT 32 EXCEPT THAT PART LYING NORTHERLY OF A STRAIGHT LINE THAT INTERSECTS THE WEST LINE OF SAID LOT 32 AT A POINT 11.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 32 AND WHICH INTERSECTS THE EAST LINE OF SAID LOTS 32 AT A POINT 20.03 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 32, LOT 33, LOT 52, LOT 54 (EXCEPT THE NORTH 10 FEET THEREOF); ALL IN CICERO AVENUE ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II

~~24-21-403-001~~ PIN: ~~24-21-403-001~~
~~24-21-405-002~~ ~~24-21-405-011~~
~~24-21-404-003~~ ~~24-21-405-010~~

LOTS 1 AND 2 IN RESUBDIVISION RECORDED JANUARY 10, 1978 AS DOCUMENT 24278858 OF LOT 55 AND THOSE PORTIONS OF LOTS 56 AND 77 LYING NORTHEASTERLY OF A LINE 25 FEET NORTHEASTERLY BY RECTANGULAR MEASUREMENT FROM THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD, TOGETHER WITH THAT PART OF VACATED LAPORTE AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 77 EXTENDED EAST TO THE NORTHWEST CORNER OF LOT 55 AND NORTHERLY OF A LINE 25 FEET NORTHEASTERLY BY RECTANGULAR MEASUREMENT FROM THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD ALL IN CICERO AVENUE ACRES BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 1928 AS DOCUMENT NO. 9967574 IN COOK COUNTY, ILLINOIS.

PARCEL I