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# TRUST DEED

ILLINOIS REGIONAL BANK N.A., ELMHURST  
~~ELMHURST REGIONAL BANK~~

as Trustee

To

Trustee

THIS INSTRUMENT WAS PREPARED BY  
CLIFFORD SCOTT-RUDNICK  
c/o ILLINOIS REGIONAL BANK  
H. A. ELMHURST  
ELMHURST, ILLINOIS 60126



ILLINOIS REGIONAL BANK N.A., ELMHURST  
~~ELMHURST REGIONAL BANK~~

York Street at Park Avenue

Elmhurst, Illinois

ATTN: LEE L. RODRIGUEZ

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

**IMPORTANT**  
For the protection of both the borrower  
and lender, the principal note secured  
by this Trust Deed should be identified  
by the Trustee named herein before the  
Trust Deed is filed for record

Trustee.

Property of Cook County Clerk's Office

RECORDING 25.00  
CHECK 15.00  
53704000 14:07

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Clifford Scott-Rudnick, Vice President  
of the ILLINOIS REGIONAL BANK N.A., ELMHURST, Illinois, and George T. Nacar,  
Assistant Secretary of said Association, who are personally known to me to be the same per-  
sons whose names are subscribed to the foregoing instrument as such Vice-President, and As-  
sistant 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 Association, as Trustee as aforesaid, for the uses and purposes  
therein set forth; and the said Assistant Secretary, then and there acknowledged that he as such  
Assistant Secretary of said Association, did affix the corporate seal of said Association  
to said instrument as his own free and voluntary act and as the free and voluntary act of  
said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal, this 31st day of January, A. D. 1989

Notary Public

STATE OF ILLINOIS }  
COUNTY OF DU PAGE }  
SS

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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, 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 by redemption or not, as well as during any further time 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, 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.

ILLINOIS REGIONAL BANK N.A., ELMHURST

THIS TRUST DEED is executed by the ~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~, 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 ~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~ Bank, 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 ~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~ Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant other expressed 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 ~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~ Bank 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.

ILLINOIS REGIONAL BANK N.A., ELMHURST

IN WITNESS WHEREOF, ~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~, 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.

ILLINOIS REGIONAL BANK N.A., ELMHURST

~~ILLINOIS REGIONAL BANK N.A., ELMHURST~~

As Trustee as aforesaid and not personally,

By

*[Signature]*  
CLIFFORD SCOTT RUMICK  
Vice President & Trust Officer  
*[Signature]*  
GEORGE T. NECA  
VICE PRESIDENT & TRUST OFFICER

Attest

GEORGE T. NECA, Assistant Secretary

VICE PRESIDENT & TRUST OFFICER

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8. 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 at the time of application 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.

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.

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, 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) of procuring all such acts of title, searches and examinations, guaranty policies, Torrens certificates, and similar data and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of            per annum, which shall be 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.

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.

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 title or claim thereof.

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 have become damaged or otherwise from mechanical or other causes or from fire or other causes, without waste, and free from mechanical or other causes or from fire or other causes, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders hereof; (2) pay when due any indebtedness which may be secured by a lien or charge on the premises superior 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; (4) complete within a reasonable time any building 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 and windstorm under policies providing for payment by the insurance companies of monies 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, 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 any payment or perform any act herebefore set forth in any form and manner demanded or required by law, 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, lien, or right, from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money 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 mortgaged 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 with-out notice and with interest thereon at the rate of            per annum, in addition to the provisions of this note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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EXHIBIT A

THAT PART OF BLOCK 17 OF HANOVER PARK ADDITION GARDENS FIRST ADDITION UNIT NUMBER 4, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1969 AS DOCUMENT NUMBER 20950633, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF BLOCK 17, SAID POINT BEING THE POINT OF BEGINNING THENCE NORTH 79 DEGREES 04 MINUTES WEST ALONG THE NORTH LINE OF BRIARWOOD AVENUE 223.0 FEET THENCE NORTH 15 DEGREES 36 MINUTES 33 SECONDS EAST 143.68 FEET TO THE SOUTH LINE OF IRVING PARK ROAD THENCE SOUTH 76 DEGREES 27 MINUTES 03 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROAD 228.0 FEET TO THE EAST LINE OF BLOCK 17 AND THE WEST LINE OF EAST AVENUE THENCE SOUTH 18 DEGREES 01 MINUTES 30 SECONDS WEST 133.72 TO THE POINT OF BEGINNING, IN THE VILLAGE OF HANOVER PARK, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 06-25-301-029

Cook County Clerk's Office

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11/18/2008

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