

TRUST DEED UNOFFICIAL COPY

89368957

HERITAGE GLENWOOD BANK
18301 S. Halsted St.
Glenwood, Illinois 60425

12:31 89368957

THE ABOVE SPACE FOR RECORDERS USE ONLY

7212379D3

THIS INDENTURE, made June 30, 1989, between First Illinois Bank of Evanston, N.A. as Trustee
U/T/A #R-3408 dated June 23, 1987, herein referred to as "Mortgagor", and

HERITAGE GLENWOOD BANK
an Illinois corporation doing business in Glenwood, Illinois herein referred to as Trustee, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of this Note, in principal sum of \$1,000,000
ONE MILLION AND NO/100 Dollars,
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to HERITAGE GLENWOOD BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in installments as follows:

All accrued interest on the principal balance outstanding
on the 30th day of July 1989 and all accrued interest on the principal balance outstanding
on the 30th day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 30th day of June 1990. 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 ** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Glenwood 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 GLENWOOD BANK in said City, Glenwood, Illinois

NOW, THEREFORE, the Mortgagors to secure 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

- * Heritage Glenwood Bank Base Rate plus 2.12%, floating
 - ** 7% above the rate in effect before maturity or default occurred, and for additional provisions
- See Rider for legal description/attached hereto and made a part hereof.

13.00

This instrument prepared by:
Heritage Glenwood Bank/JoAnn Enevoldsen
18301 S. Halsted St.
Glenwood, Illinois 60425 P.I.N. 13-14-415-017-000

which, with the property hereinafter described, is referred to herein as the "premises," 3214-24 W. Corteau/4201-05 N. Sawyer 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 Mortgagors 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, (radiator) 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 mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.
This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

First Illinois Bank of Evanston, N.A. as Trustee U/T/A #R-3408 Dated June 23, 1987

Susan G. Mock (SEAL) By: _____ (SEAL)
CLIENT EXECUTIVE
Attest: *JoAnn Enevoldsen* (SEAL)
STATE OF ILLINOIS, CLIENT SERVICES OFFICER (SEAL)
County of Cook, SUSAN G. MOCK

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Sonia Nembard and Joe K. Nembard
who personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this 12th day of August, A. D. 1989

Susan G. Mock

OFFICIAL SEAL
SUSAN G. MOCK
Notary Public, Cook County
State of Illinois
My Commission Expires 8-29-92

RIDER CONTAINING EXONERATION
CLAUSE ATTACHED BEFORE EXECUTION

PREPARED 08-08-20

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1. Mortgagors shall (a) promptly repair, rebuild, or replace any building or improvement on the premises which may become damaged or be destroyed by fire, lightning, wind, or other cause, and shall keep the premises in good repair and repair any damage to the premises... 2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee... 3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm... 4. In case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest or prior encumbrances... 5. 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... 6. Mortgagors of any such item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. 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 hereon... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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... 10. No action for the enforcement of the lien or of any provision 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... 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... 12. Trustee has no duty to examine the title, location, existence, or condition of the premises... 13. 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... 14. 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... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors... 16. In the event of the sale or transfer of the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 89-06-30

by *James F. Carmichael*
Sr. Vice President

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

DELIVERY NAME HERITAGE GLENWOOD BANK
STREET 18301 S. Halsted St.
CITY Glenwood, Illinois 60425
ATTN: Janet Barnes

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3214-24 W. Bertenu
4201-05 Sawyer

INSTRUCTIONS

OR
333

Chicago, Illinois

89-06-30

UNOFFICIAL COPY

RIDER

5 9 3 0 0 9 5 7

3214-24 W. Berteau/4201-05 N. Sawyer, Chicago, Illinois
First Illinois Bank of Evanston, N.A. as Trustee under
Trust No. 8-3408 dated June 23, 1987

LOTS 25, 26 AND 27 (EXCEPT NORTH 15-1/2 FEET OF SAID LOT 27) IN
BLOCK 2 IN ROSEWELL BARBER'S ADDITION TO IRVING PARK A
SUBDIVISION OF EAST 1/2 OF EAST 1/2 OF NORTH EAST 1/4 OF SOUTH
EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
P.I.N. 13-14-415-017-000

The mortgagor(s)
The ~~XXXXXX~~ hereby waive(s) any and all rights of redemption
from sale under any order or decree of foreclosure, pursuant to
rights herein granted, on behalf of the undersigned, the trust
estate and all persons beneficially interested therein, and each
and every person acquiring any interest in, or title to, the
premises described herein, or by Rider, subsequent to the date of
this Trust Deed, and on behalf of all other persons to the extent
permitted by the provisions of the Illinois Statutes.

This mortgage secures a revolving credit indebtedness. Pursuant
to the provisions of Illinois Revised Statutes Chapter 17,

Paragraph 312.2, Section 5c, this
mortgage secures any existing
indebtedness and also secures
future advances, not to exceed
the principal sum of the note,
to the same extent as if such
future advances were made on the
date of the execution of such
mortgage or deed of trust, although
there may be no advance made at
the time of execution of such
mortgage or other instrument,
and although there may be no
indebtedness outstanding at the
time any advance is made.

It is expressly understood and agreed by and between the parties
hereto, appearing herein to the contrary notwithstanding, that each
and all of the representations, covenants, undertakings, warranties,
indemnities and agreements herein made on the part of the Trustee
shall in this respecting to be the representations, covenants,
undertakings, warranties, indemnities and agreements of said Trustee
and not of the mortgagor(s), each and every one of them, made and intended
to be personal representations, covenants, undertakings, warranties and
agreements by the Trustee or for the purpose or with the intention
of binding said Trustee personally but are made and intended for the
purpose of binding only the trust property, described herein, and
this instrument is executed and delivered by said Trustee not in its
own right, but solely in the exercise of the power conferred upon
it as such Trustee and that no personal liability or personal
responsibility is assumed by or shall on any time in connection
with the execution of this instrument be assumed by the First Illinois Bank of Evanston, N.A. or any
of the beneficiaries under said Trust Agreement, on account of this
instrument or on account of any representations, covenants,
undertakings, warranties, indemnities or agreements of the said
Trustee in said instrument contained, either expressed or implied,
and no personal liability, if any, being expressly waived and
released by the parties to this instrument and by all parties
benefiting or through, or under them.

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