

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 2

19 90, between Bridgeview Bank &amp; Trust Company, Bridgeview, Ill., an Illinois Banking Corporation, not personally but as Trustee under the Provision of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated MARCH 28, 1988

and known as Trust Number 1-1657, herein referred to as "First Party," and  
BRIDGEVIEW BANK & TRUST COMPANY

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 ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO/100-----(107,500.00)----- 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 from on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent per annum inXXXXXX XXXXXX AND AT THE VARIABLE RATE THEREAFTER OF 1.00% PER ANNUM ABOVE THE PRIME RATE OF THIS LENDER, SUCH RATE TO BE CHANGED ON THE DAY OR DAYS SAID PRIME RATE IS CHANGED.

Dollars 6-----, to be paid on the ----- day of each ----- 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 30TH day of JANUARY , 1991. 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 then highest rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company, 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 BRIDGEVIEW BANK & TRUST COMPANY

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, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF COOK

THE STATE OF ILLINOIS, to wit:

LOTS 1 AND 2 (EXCEPT THE WEST 60.00 FEET), IN FRANK DELUGACH'S GERTRUDE HIGHLANDS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH-WEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL

DEPT-01 RECORDING \$13.00  
 T#44444 TRAN 0286 08/22/90 13:12:00  
 #6909 3 D \*-90-409809  
 COOK COUNTY RECORDER

-SC-409809

P.L.N. # 18-36-305-C14

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 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, indoor 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

D NAME BRIDGEVIEW BANK &amp; TRUST COMPANY

F STREET 7940 SOUTH HARLEM AVENUE

I CITY BRIDGEVIEW, IL 60455

E  
R  
Y

INSTRUCTIONS RECODER'S OFFICE BOX NO. 206

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE.

7713 WEST 83RD STREET

THIS DOCUMENT PREPARED BY

PETER E. HALEAS ATTORNEY -AT-LAW

7940 SOUTH HARLEM AVENUE

BRIDGEVIEW, IL 60455

B

# UNOFFICIAL COPY

IT IS FURTHER UNDERSTOOD AS AGREED THAT

1. Until the indebtedness aforesaid shall be fully paid, and in case in the event of the failure of First Party or its successors or assigns to all promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims to the extent not expressly subordinated to the lien hereof; (3) pay when due an indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of this discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or in any manner of tenures with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or from any 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 or windstorms under policies giving to the insurance companies or money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured herein; and (10) furnish satisfactory evidence 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 evidence to be 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 date. (9) designate to Trustee or to holders of the note day, but need not make any payment or perform any act hereinbefore set forth in any time and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances of any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises, or contest any tax lien or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the like hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness created hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. Inaction 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 the note 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 regard to the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereto.

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 to immediately in the case of default in making payment of any installment of principal or interest on the note, or 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 attorneys' fees, trustee's fees, appraiser's fees, outlays for documents and expert evidence, stenographic expenses, per diem, and costs of collection, which may be estimated as to items to be expended after entry of the decree, of procuring all such abstracts as will be necessary to effectuate the sale, and all necessary papers, foremen, certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem necessary to procure such sale for the convenience of holders of the note at any sale which may be convenient to such decree. The amount of the sum so estimated and the amount of all such expenses, the nature of this paragraph mentioned shall become so much additional indebtedness created hereby and the same may be added to the debt thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with various proceedings, including probate and bankruptcy proceedings, so whether either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured. (a) the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (b) 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 proceeding, including all such items as are specified in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness and taxes, as they accrued by the note with interest thereon, when so assessed; third, all principal and interest remaining unpaid of the note; fourth, any surplus to First Party or 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, without notice, and without regard to the solvency or insolvency of 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 or whether the same shall be then occupied as home, head or tail and the Trustee or holders of the note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises, subject to the prior lien, and to increase the same and to collect the same during the full statutory period of redemption, whether there be no tenant or not, as well as due and just further taxes, shall First Party or 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 of his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree forbidding 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, if any, if a sale and deficiency.

7. Trustee or the holders of the note shall have the right to enter 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 of Trustee or to inquire of any agent or employee of Trustee or to exercise any power herein given unless expressly required by the note or by the terms of this trust deed or by any agreement or understanding between Trustee and the holder of the note or by any other agreement, written or oral, between Trustee and the holder of the note or by any other agreement, written or oral, between Trustee and the holder of the note.

9. Trustee shall release this trust deed and similar instruments by proper instrument, or representation, if satisfactory to evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver such release to, and at the request of, any person, and shall either before or after maturity thereof, produce and exhibit to Trustee the name of the person that all indebtedness having secured it 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 identical description to be executed by a prior trustee in order to which conforms in substance with the description herein contained of the note and which purports to be signed by the same trustee in behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate of any kind, or agrees to execute such as the note described herein, it may accept as the genuine note herein described any note which may be presented and which contains a 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 Register of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, inability, death or removal of Trustee or of any successor trustee or of the creditors in which the premises are situated shall be successor in trust. Any successor in trust shall be entitled to all the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to all the powers and authority as are herein given Trustee.

11. Without the prior written consent of the holder of the note, no assignment, transfer or conveyance of the note or of any interest in the note or premises herein involved. The holder or holders of the note may assign, transfer or convey the note or any interest therein, by written instrument, for value received, to any person, and such assignee or transferee shall be a holder of record of the note, and shall be liable to the holder of the note for breach of this covenant and no delay on such part of the holder or holders of the note in giving such instrument, shall be deemed acquiescence in any such conveyance or encumbrance. Any assignment, transfer or conveyance of the note or any interest therein, shall be considered a conveyance of the beneficial interest thereof shall be considered a conveyance of the beneficial interest.

12. This Trust Deed shall secure all any future advances, including the principal and interest upon the note, before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances, interest, and/or additional advances in excess of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars \$107,500.00, provided that nothing herein contained shall be construed as limiting the amounts that may be secured hereby when advanced to protect the security or in accordance with covenants contained in the note.

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., 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 BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., hereby warrants that it possesses full power and authority to execute this trust deed and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability of the first Party or on said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally to pay the same or any part thereof, and that the same is to be construed as creating a liability of said note to the holders of said note and BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally to pay to the holders of said note and the owner or owners of any indebtedness accrued and shall look solely to the premises herein described for payment of the same, and that the same is to be construed as the same being created in the manner herein and in said note provided, and as aforesaid, and as aforesaid.

IN WITNESS whereof, BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., its president, or Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be affixed to and witnessed by its Secretary, the day and year above written:

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, as Trustee at its usual and regular place of business,

STATE OF ILLINOIS  
COUNTY OF COOK

ss

JEFF PAGNI

By Mitsy H. Achterhof Vice President  
Attest David J. Altepeter Secretary

" OFFICIAL SEAL"  
JEFF G. PAGNI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/10/00

MITSY H. ACHTERHOF  
DAVID J. ALTEPETER

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

The instrument Note mentioned in the within Trust Deed has been  
identified herewith under identification No. \_\_\_\_\_  
BRIDGEVIEW BANK AND TRUST CO. TRUSTEE

Vice President