

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 2 1990, between Bridgeview Bank & 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----- 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 ~~EXCLUDING TAXES~~
~~EXCLUSIVELY 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----- for 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, 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:

THE WEST 60.00 FEET OF LOTS 1 AND 2 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, ILLINOIS.

PLAT # 18 36 302 C13
-30-409810
DEPT-C1 RECORDING \$13.00
1644441 STRAH 0286 08/22/90 13:12:00
\$6910 + D *TP90-409810
COOK COUNTY RECORDER

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, major 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 & TRUST COMPANY
E STREET: 7490 SOUTH HARLEM AVENUE
L CITY: BRIDGEVIEW, IL 60455
V
E
R
Y
INSTRUCTIONS: RECORDER'S OFFICE BOX NO. 206

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

7715 WEST 83RD STREET
THIS DOCUMENT PREPARED BY
PETER E. HALEAS, ATTORNEY-AT-LAW
7940 SOUTH HARLEM AVENUE
BRIDGEVIEW, IL 60455
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~~ESTD&CD AND AGR'D ED H&H~~ UNOFFICIAL COPY

IT IS FURTHER UNDERSTOOD AND AGREED THAT

2. The Trustee or the holders of the note secured hereby, or agent thereof, shall be entitled to receive, at any time, a copy of the bill, statement or estimate proffered from the appropriate party, and shall be entitled to inspect the books of such party, to ascertain the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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, *et cetera*, 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 of the debtor for suit 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, appraisal fees, outlays for documents and expert evidence, stenographic expenses, publication costs, and other expenses which may be estimated to amount to 1% to be expended after entry of the decree or, occurring all such abstracts as title, title searches and examinations, guaranty policies, title certificates, and similar data and assurances with respect to title, as Trustee or holders of the note may deem 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, or the value of the premises, and of expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and includable in and payable with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with any such proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, as a plaintiff, claimant or defendant in respect of such debt or of any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure of the lien, further including 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 proceedings, including all such items as are entitled to be paid by the proceeding paragraphs; Second, all other items which under the terms hereof constitute secured indebtedness, added together, and so far as may be necessary to satisfy the same, shall be paid off; Third, all principal and interest remaining unpaid on the note; fourth, any amount payable to first Party or its legal representatives or assigns, as their rights may appear.

b. Upon, or at any time after the filing of a bill to foreclose this trust deed, the action in which such deed is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the time required for the service of process, or the time for action for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and with disregard to the fair value of the premises or whether the same shall be then occupied as a home, 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 securing the principal sum due thereon, to receive suitably the cost of attorney and a deficiency during the full statutory period of redemption, whether the same be then occupied as a home, as well as during any further times when the Party or parties whose interests, as aforesaid, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and for 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, or a part of it, to the payment of interest, or while it is part of the debt, to the trustee secured hereby, or by a decree foreclosing this trust deed, or any tax, special assessment or other item which may bear become superior to the lien heretofore created by such decree; provided such application is made prior to foreclosure sale; (2) the expenses in case of a sale and deficiency.

5. 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. I trustee has no duty to examine the title, except as is expressly provided by law or by the provisions in this Deed of Trust, to be executed or exercised, power herein given, unless express notice of the existence of any gross negligence or misconduct of that of the agents or employees herein given.

9. Trustee shall release this trust deed and the last mortgage or prior assignments and/or satisfaction of all indebtedness secured by this trust deed has been fully paid and Trustee may execute and/or record a release thereof, and at the time of such release and shall, other before or after maturity thereof, produce and exhibit to Trustee the note or certificate that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a trustee receives notice of a successor trustee, such trustee may accept, except upon a genuine note herein described any note which bears a certificate of identity and which is to be executed by the prior trustee herein referred to which contains in substance with the description herein contained of the note and which bears the name and address of the new trustee, and on behalf of First Party, and where the relevant note required by the preceding sentence is a general note herein described any note which may be presented and which contains in substance with the description herein contained of the note to be paid and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed at the office of the recorder of titles in which this instrument shall have been recorded or filed. In case of the resignation, the instrument, in which the premises are situated, shall be Successor in Trust. Any successor in trust, trustee, powers and authority, as are herein given to Trustee, and any Trustee or successor shall be entitled to all the rights and powers given to Trustee.

trustee, and any trustee or successor shall be bound by the terms of this note.

12. This Trust Deed shall secure all unpaid advances made by the Mortgagor for any purpose whatsoever before the release and cancellation of this mortgage, but at no time shall this mortgage cover advances in excess of said original loan and such interest and advances in a sum in excess of **ONE HUNDRED SEVEN THOUSAND AND FIVE HUNDRED AND NO/100-----**

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee under and by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., hereby warrants that it possesses full power and authority to execute this instrument and it is specifically understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the above-named Trustee to perform any covenant either express or implied herein, other than to hold and protect the property hereinabove described, and to pay the sum now or hereafter claiming any right of security hereunder, to the holder of this Note, and to collect and pay to the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally all amounts due and payable to it under this Note, and to do all acts and things which may be required in the proper execution of the powers herein granted, and to do all acts and things necessary to give full effect to the terms of this Note, and to do all acts and things necessary to give full effect to the terms of the Deed of Trust, recited in the foregoing recital, and to satisfy the requirements of the instrument herein.

IN WITNESS whereof, BRIDGEVIEW BANK & TRUST COMPANY, to do now, then, and forever hereinafter, is hereby acknowledged as at present, has caused these presents to be signed by its Vice-President, and the aforesaid seal to be affixed, and to stand by the said instrument as and for this above written.

STATE OF ILLINOIS
COUNTY OF COOK

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JEFF PAGNI

85 *Henry H. Clegg Jr.* VICE PRESIDENT
Henry H. Clegg Jr. SECRETARY

SY H. ACHTERHOFF.

Saved most my hand so I can't do much more. 2nd

Hibest $\frac{10}{12}$

S. S. P. T. 1

The statement Note mentioned in the within Trust Deed has been
deposited herewith under Identification No.
BRITISH NEW BANK AND TRUST CO. LTD.