

TRUST DEED

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COOK COUNTY, ILLINOIS
RECORDED
1990 JAN 17 PM 1:27

UNOFFICIAL COPY 90025913

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The above space for recorder's use only

NED TRUST COMPANY OF ILLINOIS, as Successor

THIS INDENTURE, made this 23rd day of May, 1989, between BANK OF ELK GROVE, an Illinois State Bank, 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 the first day of July 1983, and known as Trust Number 2214, herein referred to as "First Party," and

CHICAGO TITLE 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 SIXTY THOUSAND & 00/100 (\$60,000.00) DOLLARS,

made payable to ~~KEESER~~ Bernice A. Cervasi
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 May 23, 1989 on the balance of principal remaining from time to time unpaid at the rate of Twelve (12) per cent per annum in installments as follows:
Thirteen Hundred Thirty Five & 00/100 (\$1,335.00)

Dollars on the first day of June 1989 and Thirteen Hundred Thirty Five and 00/100 (\$1,335.00)
Dollars on the first day of each 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 May 1994.
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 (12) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in San City, Arizona 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 Bernice A. Cervasi 1908 Ponderosa Circle, Sun City, Arizona 85373 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, his successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 6, 7, 8, 10, 11 AND 12 (EXCEPT THE SOUTHWESTERLY 17 FEET OF LOTS 10, 11 AND 12) IN BLOCK 3 IN RIVER RAND ROAD SUBDIVISION OF LOTS 1 TO 8 IN BLOCK 18 (OR BENNETT BLOCK) AND LOTS 1 TO 13 IN BLOCK 19 (OR THE FARM BLOCK) IN PARK ADDITION TO DES PLAINES, A SUBDIVISION OF LOTS 17 TO 20 IN HODGES SUBDIVISION OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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), freest, window shades, storm doors and windows, floor coverings, linoleum, 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.
IT IS FURTHER UNDERSTOOD AND AGREED THAT:
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 may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated 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, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (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 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 or windstorm under policies providing for payment by the insurance companies of moneys 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

DELIVERY INSTRUCTIONS
NAME Peter N. Apostol
STREET 100 N. LaSalle St., Suite 2515
CITY Chicago, Illinois 60602
OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1584 Rand Road
Des Plaines, IL

200 333

holders of the note, under insurance policies... mortgage clauses to be attached to each policy...

2. The Trustee or the holders of the note hereby consent 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 officer without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

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 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.

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 documentary and export evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of proceeding all such abstracts of title, title searches and examinations, guaranty policies, Torrens certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders, in 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate per annum, when 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.

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 this preceding paragraph hereof; second, of other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon 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.

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, without regard to the solvency 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 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 deficiency, during the full 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 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 make indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon 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 or Director 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.

ID MADE A PART HEREOF

COOK County Clerk's Office

90025913

THIS TRUST DEED is executed by the Bank of Elk Grove, an Illinois State Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (Bank of Elk Grove, an Illinois State 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 of the said First Party or on said Bank of Elk Grove, an Illinois State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereon, claiming any right or security thereunder, and that so far as the First Party and its successors and said Bank of Elk Grove, an Illinois State 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.

IN WITNESS WHEREOF, the Bank of Elk Grove, an Illinois State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its, and its corporate seal to be hereunto affixed and attested to by its, the day and year first above written.

BANK OF ELK GROVE, an Illinois State Bank, As Trustee as aforesaid and not personally,

By _____
Attest _____

STATE OF ILLINOIS
SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____ of the Bank of Elk Grove, an Illinois State Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 _____ then and there acknowledged that said _____ as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said _____ 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.

Given under my hand and Notarial Seal _____
Date _____
Notary Public _____

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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 761850
CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASST. SECRETARY

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in force purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings 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 that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by her shall at any time by or on behalf of said Trustee or any agent of said Trustee in this instrument or agreement of this instrument in this instrument warranty, indemnity, representation, covenant, undertaking or agreement of this instrument expressly waived and released.

IN WITNESS WHEREOF, THE TRUST COMPANY OF ILLINOIS, not personally known to the 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 Secretary, the day and year first above written.

THE TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE TRUST COMPANY OF ILLINOIS, 17th & Dearborn Streets, Chicago, Illinois

By: *[Signature]*
Vice-President

Corporate Seal
STATE OF ILLINOIS, ss.
COUNTY OF ALTON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Vice-President and A.V. President of THE TRUST COMPANY OF ILLINOIS, Grantor, personally known to me to be the same person who subscribed to the foregoing instrument as such Vice-President and A.V. President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth and the A.V. President then and there acknowledged that said A.V. President, as constituted officer of said Company, caused the corporate seal of said Company to be affixed to the said instrument as said A.V. President's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 27th day of November, 1929
[Signature]
Notary Public

"OFFICIAL SEAL"
JAYME A. WINKHARDT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/28/93

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