This Indenture.

herein referred to as "First Party," and

July 5,

1989 , between

115.35

BIATRIA FPUSE COMPANA, an Himois Corporation, not personally but as Trustee under the provision of a Deed or Deed in trust duly recorded and delivered to said Trust Company in pursuance of a Trust Agreement

June 27, 1989

Beverly Bank-Matteson

CDDK COUNTY RECONDER

an Illinois corporation berein referred to as TRUSTER, witnesseth:

THAT, WHEREAS First Party has concurrently berewith executed ——principal notes bearing eyes date herewith in the TOTAL PRINCIPAL SUM OF Two Hundred Seventy Two Thousand and No/100----

_____(\$272,000.00)------ 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 heremafter specifically described, the said principal sum is

Interest only payable quarterly

XXXXXXX.

19 89, will interest

from disbursement date

on the principal bal-

ance from time to time unpaid at & inte of

P+112%*

per cent per annum payable quarterly

xxxxx percent per annum, and all of said principal and interest being made payable at such bankner P+12%* , each of said installment, of principal bearing interest after maturity at the rate of

house or trust company in Matteson

Illinois, as the holders of the note may, from land to time, in writing appears, and in absence of such

Beverly Bank-Matteson appointment, then at the office of

NOW, THEREFORE, First Party to secure the plyment of the said principal sum of money and said interest its accordance with the terms, provisions and Emitations 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, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook

AND STATE OF HALINOIS, to-yat.

Cook

LOT 2, 4, 6, 8, 10, 12, 13, 16, 18, AND 20 IN PINEWOOD MANOR OF HOMEWOOD FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PINCIPAL MERIDIAN, 1N COOK COUNTY, ILLINOIS 535

PERMANENT INDEX NO.:

31-01-100-009

31-01-100-014

COMMONLY KNOWN AS: 183RD AND KEDZIE, HOMEWOOD, IL 60430

"OFFICIAL SEAL" ANTHONY M. MACCARELLO ary family, dista of Milinols My Commission Empires 3/18/91

Reversible to correct Legal description, This 25th day of April 1990

which, with the property nereinafter described, is referred to herein as the "premises.

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto be-TOGETHER with all improvements, tenerments, casements, 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 recondarily), 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, in-a-door beds, awnings, stores 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 East, Party or its successors or assigns shall be considered as constituting part of the real restriction. First Party or its successors or assigns shall be considered as constituting part of the real estate

*One and one-half of one percent (1½%) per annum above the prime interest rate of Beverly Bank-Matteson in effect from time to time.

Beverly Trust Company

 $(A_{i,k}, a_{i,k}) + (A_{i,k}, a_{i,k}, a_{i,k$

UNOFFICIAL COPY

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THE RESPONDED THE COMPANY OF AGREED THATS

- I that, the indemniness more and could be fully paid, and in case of destructions of the first many contents are available to the promptor breath, reading of remain accordance of the promptor was been earliered to the destruction of the promptor was been and there in an extended of the first of the first of the second of the first of the fir
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- To As the appear of the sollies of the more non-sirlest plane to the solution of the reserves of properly, air reserves to the solution of the distance to the solution of the form of the solution of the sol
- A linear transform of the control of
- 5. The proceeds of any foregrosure sale of the perimon running a consist management in the following or by of priority: First, on account of the sale and expenses trade. If the fact less to proceedings, is larging all tuch items as one mention of in the proceeding period in the fact of the fact of all other terms with a odes the forms beautifully secured underlying a fiftee for the fact of the other note, with informs thereon as herein provided; third, abscribed and interest on the constitution of the fact of the fac
- the International any time after the filing of a bill to track. The cross the second which such bill is find may appoint a receiver of said problem on a productional may be not a construction of after only colling notice, without report to the construction of the best colling to the colling of a problem.

JNOFFICIAL COPY.

COUNTY OF COOK

the under	algned	
• • • • • • • • • • • • • • • • • • • •	for said County, in	the State aforesaid, DO HEREBY CERTIFY,
**************************************	of BEVER	RLY TRUST COMPANY, and
of said Trust Company, names are subscribed to Trust Officer, respective they signed and delivered free and voluntary act of set forth, and the said	who are personall the foregoing inst ly, appeared befor I the said instrumer said Co., as Truste I Assistant Trust	, Assistant Trust Officer ly known to me to be the same persons whose trument as such Senior and Assistant te me this day in person and acknowledged that int as their own free and voluntary act and as the te as aforesaid, for the uses and purposes therein Officer then and there acknowledged that torporate seal of said Trust Company, did affix
the corporate seal of said	l Trust Company to s the free and volur	o said instrument as their own free ntary act of said Trust Company, as Trustee as
GIVEN under my h	and and notarial so July	eal, this 6th A.D. 1989 CC
Ember Notary Public	AL SEAL" r O'Neal , State of Illinois Expires Aug. 5, 1989	Notary Public C1
Ox Co	I.M.P.O.R.T.A.N.T. For the protection of both the burdener ond lender, the note secured by his Trust	Deed should be identified by the Trusted of the Trust of
VELRY TRUST COMPANY as Trustee To	Trustee Property Address:	Boverly Frust Company TRIST AND IMESTMENT SERVICES AN ILLINOIS CORPORATION

14 Mal

Box

The Installment Note mentioned in the within Trust Deed has been identified here-

Trustee.

with under Identification No.....

for such receiver, of the policin or lersing, it any. Able for the paintert of the indebtedness secured hereby, and without regard to the lien value of the memises or whether the same shall be then occurred as a homestead or not and the Trustee hereuzeer 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 be 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 for 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. Trust e 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 miturity 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 our ested of a successor trustee such successor trustee may accept as the contribution. Where a release is conjected 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 rave 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

90121545

-04ng THIS TRUST DEED is executed by the undersigned Truster, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trisice, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is exe, ned and delivered by BEVERLY TRUST COMPANY, as Trustee, solely in the exercise of the powers conferred against appropriately or personal responsibility is assumed by, nor shall at any time be asserted or enforced against. On personal field of the property of the personal field of the personal TRUST COMPANY, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no BEVERLY TRUST COMPANY, its agents, or employees, on account hereof, or or account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or in ried, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person row or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that BFVERLY TRUST COMPANY, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, BEVERLY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Sr. T.O. , and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written,

BEYERLY TRUST COMPANY

As Trustee as aforesaid and not personally

/Trust Officer

Assistam Trust Officer