

THIS INDENTURE, made October 16 19 89, between First United Trust Company U.F.A. 10219 of the Village of Oak Park County of Cook State of Illinois

herein referred to as "Mortgagors" and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One hundred twenty thousand dollars and no/100 (\$120,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER The Village of Oak Park

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of

percent per annum in installments as follows: No payments will be required prior to January 1, 1992. From January 1, 1992 through December 31, 1993 interest only payments at a rate of 8.0% per annum are to be made in installments as follows: eight hundred (\$800.00) dollars or more on January 1, 1992 and eight hundred (\$800.00) dollars or more on the first day of each month thereafter through December 31, 1993. On January 1, 1994 full principal and interest payments at 8% per annum shall commence in installments as follows: nine hundred twenty six dollars and 18 cents (\$926.18) or more on January 1, 1994 and nine hundred twenty six dollars and 18 cents (\$926.18) or more 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 December 2019 XX \*\*. 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 instalment 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 Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also, in consideration of the sum of the dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby severally and jointly unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the county of Cook

STATE OF ILLINOIS, to-wit: Lot 12 in Block 1 of Hooker's subdivision of the northeast 1/4 of the southwest 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 16-05-307-034  
T#3333 TRAN 06/22/90 12:57:00  
#3391 # C # -90-299221  
COOK COUNTY RECORDER

Commonly known as: 1100-1102 N. Austin Blvd Oak Park, Illinois

\*\*or when the final payment is due on the first mortgage at Citicorp Savings, whichever first occurs)

-90-299221

which, with the property hereinafter described, is referred to herein as the "premises." THESE HEREBY with all improvements, encumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled therein which are pledged primarily and as a party which said real estate owner, individually, and all operators, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, or other single units or generally controlled, and ventilation, including (without restricting the foregoing), radiators, window shades, curtain drapes and windows, floor coverings, cedar beds, awnings, stairs and access hatches. 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 contributing parts of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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 covenants, conditions and provisions appending on page 2 (the reverse side of this trust deed) 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  
(SEAL.) (SEAL.)  
(SEAL.) (SEAL.)

STATE OF ILLINOIS ss. I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook

This instrument was prepared by: Raymond L. Holan 1 Village Hill Plaza Oak Park, IL 00302 who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as of his 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

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7) Keep the premises fully repaired and in compliance with the zoning Ordinance, building and Code of the Village of Oak Park, including the provisions relating to housing, health and fair housing acts.

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1. Mortgagee shall fully repair, maintain and keep in compliance with the zoning Ordinance, building and Code of the Village of Oak Park, including the provisions relating to housing, health and fair housing acts.

2. Mortgagee shall pay before any penalty whether all present taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall 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 money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in compliance with the provisions of the mortgage, and upon request to exhibit satisfactory evidence of the holders of the note, such receipts or policies shall be produced to each party, and shall deliver to each party, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on said indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other lien on this or other real estate, or redeem from any tax sale or foreclosure affecting said premises or connect any tax 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 in respect of the mortgage and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In addition Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

5. The Trustee or the holders of the note hereby secured any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, vote, franchise, or lien on this or other real estate.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

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 hereof. In any suit to enforce the lien hereof, there shall be allowed and included an 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 attorney's fees, appraiser's fees, making of documents and report evidence, appraiser's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, public sale policies, Trustee 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 procure such title or to reside in holders of any title 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 then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including suits and hearings, proceedings, in 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) proceedings for the enforcement of any such lien for the foreclosure hereof or of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or their equity hereof, whether or not actually commenced.

8. 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 the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note hereof, and surplus in Mortgagee, their heirs, legal representatives or assigns, on their right as aforesaid.

9. Upon, or at any time after the filing of a bill in foreclosure 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 preference or priority of Mortgagee at the time of application for such receiver and without regard to the then 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 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 in part, as well as during any further time when Mortgagee, except for the mere retention of such receiver, could be entitled to collect such rents, issues and profits and all other proceeds which may be or are used in such cases for the protection, preservation, 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 (including this trust deed, or any law, special agreement or other lien which may be or become superior to the lien hereof) of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intruding 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 thereon shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, substance, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor by statute, nor by any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or Trustee, and it may require indemnity or security as it before exercising any power herein given.

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 and Trustee may execute and deliver a release hereof and on 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 true the same note herein described and true which bears a certificate of identification purporting to be executed by a prior trustee hereunder as which conforms to substance with the description herein contained of the note and which purports to be executed in the present herein designated as the makers hereof and whose release is requested of the original trustee and it has never occurred a certificate on any instrument identifying some of the note described herein, it may accept as the genuine note hereby described and true which may be presented and which conforms to substance with the description herein contained of the note and which purports to be executed by the person herein designated as makers thereof.

14. Trustee may assign 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 assignment, including or without in case of Trustee, the then Recorder or Registrar of Titles 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all persons liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagee or Mortgagees shall not convey or consume any title in the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate or collect unpaid principal balance as provided in the note in breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

17. The mortgagor hereby waives any and all rights of redemption from the date under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

18. At the election of the Holder of the Note, and without notice, the principal amount remaining unpaid on the Note, together with accrued interest thereon, shall become at once due and payable at the place of payment in the event \_\_\_\_\_, or those succeeding to (his/her/their) interest, directly or indirectly, transfers, assigns, conveys, or contracts to convey any interest in the premises of the beneficial interest in the Mortgagor.

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IMPORTANT FOR THE PROPRIETOR OF THIS BUSINESS AND OWNER, 100% NOW SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE PRINTED NAME HEREIN UPON THE TRUST DEED IS FILED FOR RECORD.

The instrument here mentioned in the within Trust Deed has been identified herewith under identification No. 4021 AVENUE Bank and Trust Company of Oak Park, as Trustee. By \_\_\_\_\_ Trust Officer

NAME STREET Box 321 CITY The installment Note mentioned in the within Mortgage has been identified herewith under identification No. 4021 By \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1100-1102 N. Austin Blvd. Oak Park, Illinois

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# UNOFFICIAL COPY

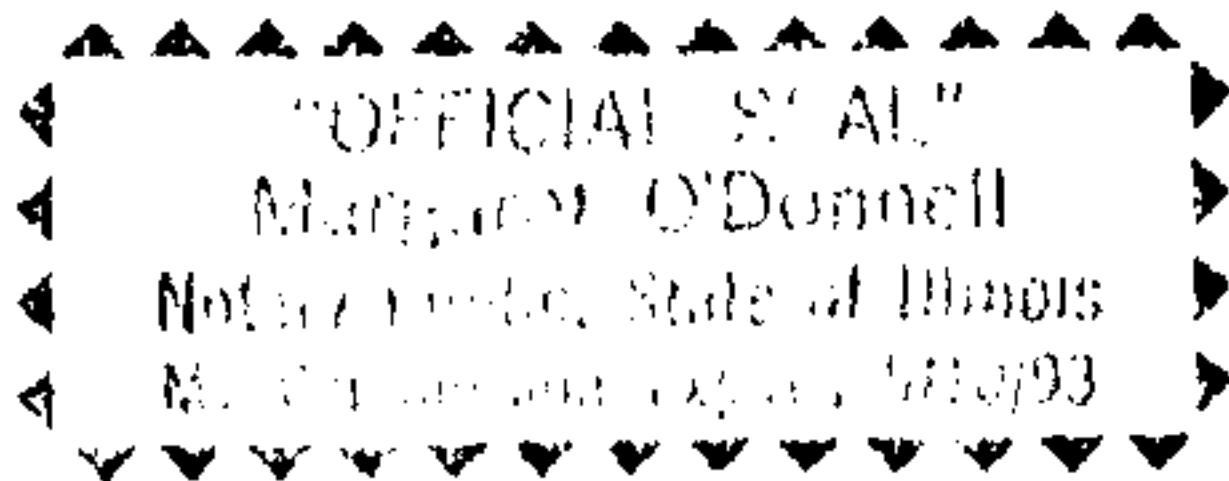
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, Margaret O'Donnell

\_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James A. Kiel Assistant Vice President of the FIRST UNITED TRUST COMPANY, and Dennis John Carrara Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his 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 8th. day of June, 19 90.



Margaret O'Donnell  
Notary Public

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19. This is a Junior Trust Deed. The lien of this Trust Deed is junior, subordinate and inferior to the lien of a Certain Mortgage and Assignment of Rents executed by Mortgagor on October 20, 1988, in favor of Citicorp Savings of Illinois, covering the same property as is covered this Trustee Mortgage, and securing the payment of a Promissory Note executed by Mortgagor in the principal amount of \$1,680,000.00 (which Mortgage and Assignment of Rents were recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 9, 1988, as Document Numbers 88 516 278 and 88 516 279 respectively); and the lien of this Trust is junior and subordinate to all the terms conditions and covenants of said Mortgage and Assignment of Rents, and to the lien of all disbursements made thereunder, whensoever made and whether made heretofore or hereafter. Further, wherever approvals or consents of the Mortgage shall be required herein, approval or consent of Citicorp Savings of Illinois shall be deemed sufficient approval or consent.

90299221

Cook County Clerk's Office

Assistant Secretary

*[Handwritten signature]*  
ATTEST:

Assistant Vice President

BY:

*[Handwritten signature]*

FIRST UNITED TRUST COMPANY,  
not personally but as Trustee as aforesaid

This sheet is attached to and forms a part of a certain mortgage dated  
October 16, 1989 from the undersigned, FIRST UNITED TRUST COMPANY, not personally  
but as Trustee as aforesaid, Mortgage, to Village of Oak Park  
Mortgage, covering real estate in Cook County, Illinois.

This mortgage is executed by FIRST UNITED TRUST COMPANY, not personally, but  
as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated  
October 12, 1988 and known as Trust No. 10219 in the exercise of the  
power and authority conferred upon and vested in it as such Trustee (and said Company  
hereby warrants that it possesses full power and authority to execute this instrument  
and the note secured hereby) and no personal liability shall exist or be asserted or  
enforceable against the said Company generally or in any capacity other than as Trustee  
as aforesaid, because or in respect of this mortgage or the said note, and its liability  
as such Trustee shall be limited to and enforceable only out of the property described  
in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said  
Company to acquire, hold or maintain as a continuing trust asset, any property now or  
hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor  
proceeds or avails of any sale or other disposition thereof.

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