

This Indenture, Made June 15, 1990, between FIRST STATE BANK AND TRUST COMPANY of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly reported and delivered to said Bank in pursuance of a Trust Agreement dated June 15, 1990 and known as trust number 4080 herein referred to as "First Party," and

1ST STATE BANK AND TRUST COMPANY OF PALOS HILLS

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 One Hundred Thousand Dollars and no/100XXXXXXXXXXXXXXXXXXXXX XX (\$100,000.00) ----- DOLLARS,

made payable to BEARER FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS 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 on the balance of principal remaining from time to time unpaid at the rate

of 12 per cent per annum in 120 instalments as follows: One Thousand Three Hundred Seven and 50/100 (1,377.50) DOLLARS

on the 1st day of July 1990 and One Thousand Three Hundred DOLLARS on the 1st day of each month thereafter until paid note is fully

paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June

1990. All such payments or amount 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 rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or

trust company in Palos Hills, Illinois, 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 FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS 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, vendue, release, alien and convey unto the Trustee, its successors

and assigns, the following described Real Estate situated, lying and being in the COUNTY OF

AND STATE OF ILLINOIS, to wit:

SEE ATTACHED RIDER:

West One Hundred (100.00) Feet of the North One Hundred Eighty (180.00) Feet, as measured from the North Line of the Quarter (NE 1/4) of Section 25, of that part of Lot Four (4), lying North of the Northern Right-of-Way Line of the 2nd Street per Document No. 1279561; and the East Thirty-Five (35.00) Feet of the North One Hundred Eighty (180.00) Feet, as measured from the North Line of the South East Quarter (SE 1/4) of Section 25, lying North of the Northern Right-of-Way Line of the 2nd Street per Document No. 1279562, said lots being in the Subdivision of the North Fifty (50) acres of the East Half (E 1/2) of Section 25, Township 25 North, Range 1 East, Principal Meridian, excepting from the East Half (E 1/2) of the South West Quarter (SW 1/4) of said Section 25, the following as follows: Commencing at the South West corner of the East Half (E 1/2) of the South West Quarter (SW 1/4) of said Section 25, thence running East 6.16 chains; thence North 32.47 chains; thence West 6.16 chains; thence South 32.47 chains to the Point of Beginning. Property also known as 239-Service Road, Lansing, Illinois.

R.R. #1, Box 239, South Holland, Illinois 90317604

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BOOK RECORDS

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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

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therein or thereon used to supply heat, light, air conditioning, water, heat, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, shades, shutters, storm doors and windows, floor coverings, indoor bowls, swings, 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace 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 liens, claims or other items or claims for lien not expressly satisfied 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 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 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 ordinances; (7) pay before any party attaches a lien or special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to transmit to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full for protection 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 premises insured against loss or damage by fire, lightning or windstorm and all 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 holders of the note, under insurance policies which, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by a 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 dates of expiration, then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or defend from any tax or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each of the services herein authorized 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 rate of eight per cent per annum, in addition to the interest on the note shall never be considered as a waiver of any right accruing to them in respect of any of the provisions of this paragraph.

2. The Trustee or the holders of this note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented on the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, certificate, tax lien or title or claim thereon.

3. At the option of the holders of this 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 in the event 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, costs for documents, and expert evidence, photographers' charges, publication costs and costs (which may be estimated on its face to be expended in the ordinary course of the decree) of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title on Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the rate of eight per cent 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 payment of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph of this hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that provided by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus 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 or insolvency 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 a 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

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This instrument with all attachments, memoranda, vouchers, and supporting documents, and all other documents and papers... together with the proceeds of the sale of the property described herein, to be held in trust for the purposes herein stated.

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R.R. #1, Box 239, South Holland, Illinois

Property of Cook County

SEE ATTACHED RIDER:

AND STATE OF ILLINOIS, to wit:

and assigns, the following described Real Estate situate, lying and being in the County of ...

in said City,

PALOS HILLS ... FIRST STATE BANK AND TRUST COMPANY OF

trust company in Palos Hills, Illinois, 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 FIRST STATE BANK AND TRUST COMPANY OF

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All such payments to amount 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 eight per cent per annum, and all of said principal and interest being made payable at such banking house or

day of June

on the 1st day of July 1990 (\$1,377.50) and One Thousand Three Hundred Dollars

as follows: One Thousand Three Hundred Seven and 50/100 (1,377.50) DOLLARS

of 11% per cent per annum in

specifically described in said principal sum and interest on two balances of principal remaining from time to time unpaid on the rate

which said First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter

made payable to BEARIE FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS

PRINCIPAL SUM OF One Hundred Thousand Dollars and no/100 (\$100,000.00) DOLLARS

THAT, WHEREAS said First Party has concurrently herewith executed an instrument now bearing date herein, in the

to transfer the above described real estate referred to as TRUSTE, whereby:

1ST STATE BANK AND TRUST COMPANY OF PALOS HILLS

herein referred to as "First Party" and

purchase of a Trust Agreement dated June 15, 1990 and known as trust number 9080

of Illinois, not personally but as Trustee under the provisions of a Deed of Trust or Deeds in trust duly recorded and delivered to said Bank by

This Indenture, made June 15, 1990, between ... of MICROT RFD, a corporation

STANDARD NAME AND TRUST COMPANY

(FORM NO. 143)

THIS IS A JUNIOR MORTGAGE 90317604

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6. From or at any time after the filing of a bill to foreclose this trust deed, the amount in which each bill may appear a... of such proceeds, except for the intervention of such receiver, shall be added to the proceeds of such receiver, and all other proceeds...

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to pay the costs and expenses of the foreclosure, including all such items as are mentioned in this section, as they may be incurred...

8. When the indebtedness has been foreclosed by operation of law or by a decree of a court of competent jurisdiction, the holder of the note or the Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, to be filed in any court of competent jurisdiction...

9. At the option of the holder of the note and without notice to First Party, the Trustee or its assignee, all unpaid principal and interest on the note shall be deemed to be in default of payment on the date of the filing of the suit to foreclose the lien hereon...

10. The Trustee or the holder of the note hereby agrees to accept any payment made by the mortgagor or its assignee, and to apply such payment to the principal and interest on the note in the order of priority set forth in this section...

11. Until the indebtedness is fully paid, and in case of the failure of First Party, the assignee or assignees of the note shall be deemed to be the holder of the note for all purposes, and shall have the right to enforce the lien hereon, and to take any action which may be necessary to protect the interest of the holder of the note...

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the terms and conditions herein set forth.

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

which may be necessary or desirable in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The Court from time to time may authorize the receiver to apply the net income in his hands by payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree enforcing 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 regard this trust deed or to exercise any power herein given unless (1) actually 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 powers herein given.

9. 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 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 hereof contained in 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 hereof contained in the note and which purports to be executed on behalf of First Party.

10. Trustee may execute an instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded in 1927. 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 located shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are hereof given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Office of Cook County Clerk's Office

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THIS TRUST DEED is executed by the STANDARD BANK AND TRUST COMPANY BY HICKORY HILLS 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 STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS hereby certifies that it possesses full power and authority to execute this instrument, and to its expressly authorized and signed last nothing herein or in said instrument shall be construed as creating any liability on the said First Party or its said STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS personally to pay the said note or any interest thereon that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant herein expressed or implied herein contained, and that the said First Party and the executors and said STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS personally are understood, the legal heirs or holders of said note and the owners or owners of any indebtedness existing hereunder shall look solely to said STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or hereafter to be made the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, **STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS**, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer the day and year first above written.

STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS
As Trustee as aforesaid and not personally
W. J. [Signature]
AVP
ATTEST *[Signature]*
Assistant Trust Officer
Trust Officer

UNOFFICIAL COPY

Box _____

TRUST DEED

Trustee
as Trustee
TO

Trustee
BOX 233-GG

mail to:
Trust
10360 S. ROBERTS RD
ROBERTS HILLS, IL 60465

7800 West 95th Street
HICKORY HILLS, ILL.

The Instrument/Note mentioned in the within
Trust Deed has been identified herewith under
Identification No. _____

Trustee

Property of Cook County Clerk's Office

90312604

NOTARY PUBLIC
DOROTHY E. RICHTER
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 6-30-92

Robert D. Williams

June 1990 A.D. 19 90

of said Bank, who are personally known to me to be the same persons who
acted to the foregoing instrument as such VP's, and respectively,
appeared before me the day in person and acknowledged that they agreed 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
Bank, did after the foregoing seal of said Bank to said instrument, as
they had thereunto set forth that
as instrument of the separate act
of said Bank, did after the foregoing seal of said Bank to said instrument, as
event 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, this 18th
of the month of June, 1990, at the City of Chicago, Cook County, Illinois.
Notary Public
Dorothy E. Richter
Rein Kramer
of the or notary Trustee
Priscilla M. Scamman
a Notary Public, is and for said County, in the State of Illinois, DO HEREBY CERTIFY, that
the undersigned

STATE OF ILLINOIS
COUNTY OF COOK