

UNOFFICIAL COPY

TRUST DEED

THIS IS A SECOND MORTGAGE

90321354

THE ABOVE SPACE FOR RECORDERS USE ONLY

~~BEVERLY BANK~~

THIS INDENTURE, Made June 25, 1990, between ~~XXXXXX BANK XXXXXXXX XXXXXXXX XXXXXXXX~~, Illinois, an Illinois Banking Corporation, 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 July 1, 1986 and known as trust number 8-8151, herein referred to as "First Party," and Parkway Bank and 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 Ten Thousand and No/100ths**

made payable to the order of 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 **date of disbursement** on the balance of principal remaining from time to time unpaid at the rate of **12.0** per cent per annum in instalments as follows: **One Thousand Three Hundred Twenty**

& **18/100ths** Dollars on the **25th** day of **July** 19 **90** and **One Thousand Three Hundred Twenty**

& **18/100ths** Dollars on the **25th** day of each and every 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 **25th** day of **June**, 1993

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 rate of 15.0 per cent per annum, 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 First State Bank of Chicago

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, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF **Cook** AND STATE OF ILLINOIS, to wit:

Lot 95 in Callero & Catino's Ransom Ridge Subdivision, Unit 3, being a Subdivision in the Northwest Quarter of the Southwest Quarter of Section 23, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

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8326 Lincoln Lane, Niles, Illinois

COOK COUNTY, ILLINOIS
FILED FOR RECORD

PIN 09-23 -333-016-0000

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THIS INSTRUMENT PREPARED BY
AUDREY RICHMOND
4646 N. CUMBERLAND AVE.
CHICAGO, IL 60656

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, inador 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 note; (4) comply 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

NAME First State Bank of Chicago
4646 N. Cumberland ave.
STREET Chicago, Il. 60656
CITY

8326 Lincoln Lane, Niles, Ill.

INSTRUCTIONS

Box 163

RE TITLE GUARANTY ORDER # 202 of 2

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or hereafter situated on said premises... providing for payment by the trustee...

1. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments...

2. 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...

3. 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...

4. 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...

5. 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...

6. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall he be held liable for this trust deed if to exercise any power herein given unless expressly obligated by the terms hereof...

7. Trustee shall release this trust deed and the lien hereof if the principal or interest on the note secured by this trust deed has been fully paid, and Trustee before or after maturity thereof, produce and exhibit to the holder of the note... the original note which bears the same substance with the description herein...

8. Trustee may resign by instrument in writing filed in case of the recognition, amendment, or discharge of the note, and any successor in Trust or Successor Trustee shall be entitled to receive...

(* All x areas should read Beverly Bank)

THIS TRUST DEED is executed by Beverly 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 (and said Beverly Bank hereby warrants that it possesses full power and authority to execute this instrument)...

IN WITNESS WHEREOF, Beverly Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written...

STATE OF ILLINOIS COUNTY OF COOK ss. The Undersigned, Patricia Ralphson, Trust Officer, Alice C. Page, Asst. Trust Officer, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that...

OFFICIAL SEAL
JEANINE T. BERKOWITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/14/92

GIVEN under my hand and Notarial Seal this 27th day of June 1990
Jeanine T. Berkowitz
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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. Parkway Bank & Trust Co. Trustee