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THIS INDENTURE, made this.....23rd.....day of.....July....., A. D. 19...90., between
 South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of
 Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, 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....19th..... day of.....July..... 1990 , and known
 as Trust Number..... 9849, herein referred to as "First Party," and

.....Lawrence R. Hochberg

herein referred to as Trustee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instrument note bearing even date herewith in the PRINCIPAL SUM OF

One Hundred Fifty Thousand and No/100----- DOLLARS,
 made payable to **First National Bank in Harvey** 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 11 per cent per annum
 in instalments as follows **Interest Payments Only**

on the 21st day of October 1990 and continuing quarterly

on the 21st day of each quarter

with a final installment of \$150,000.00 plus interest payable on the 21st day of July, 1991, if not sooner paid.

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 **eleven** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Harvey

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 National Bank in Harvey** 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, 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 137 in Orland Golf View Unit No. 2, being a Subdivision in the West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian, in the Village of Orland Park, in Cook County, Illinois.** ad.

P.I. #27-14-204-026

Property Address: 15235 Sunset Ridge Drive, Orland Park, IL 60462

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This Instrument Was Prepared By
 Lawrence R. Hochberg
 774 East 154th Street
 Harvey, Illinois 60426

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, indoor 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.

THIS IS A JUNIOR MORTGAGE

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TRUST DEED

SOUTH HOLLAND TRUST &

SAVINGS BANK, as Trustee

2315741

UNOFFICIAL CO

FIRST NATIONAL BANK OF HARVEY
RETURN TO
174 E. 15TH ST.
HARVEY, IL 60432-3527

BFC FORMS 3524

903378866

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

A.D. 1990

Given under my hand and notarized seal this 30th day of July

I,....., a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jack Dallenbeck, Vice President of South Holland Trust & Savings Bank, a Corporation, and Vivian Farneset,, Ass't. Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as to me to be the same persons whose names are subscribed to the free and voluntary instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes thereof.

I.....the undersigned

S STATE OF ILLINOIS, } ss. 1990 ADG C PH 2:31
COUNTY OF COOK, }

CHAS. H. COOPER,
SIGNER TO THE AMERICAN ADAM.

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such receiver, of the personal proceedings, 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 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 require indemnities satisfactory to it before exercising any power herein given.

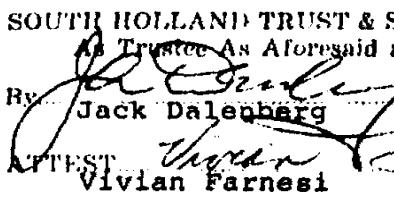
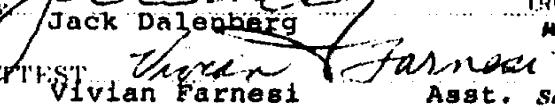
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either 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 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 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.

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THIS TRUST DEED is executed by the South Holland Trust & Savings 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 South Holland Trust & Savings 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 on the said First Party or on said South Holland Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said South Holland Trust & Savings 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, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its **Sr. Vice** President, and its corporate seal to be hereunto affixed and attested by its **Asst.** Secretary, the day and year first above written.

SOUTH HOLLAND TRUST & SAVINGS BANK,
As Trustee As Aforesaid and Not Personally

By **Jack Daleberg** **TRUST OFFICER**
APTEST 
Vivian Farnesi **Asst. Secretary**

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6. Upon, or at any time after the filing of a bill to correct the旨 such 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 time of application for

6. The proceeds of any insurance 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; second, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute second indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with any overplus to first party, its legal representative or assignee, as their rights may appear.

3. At the option of the holder or the note and without notice to First Party, the trustee or assignee all unpaid indebtedness secured by this trust deed shall, in writing and giving notice in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making pay- ment 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 days.

of any of the provisions of this paragraph.

IT IS FURTHER UNDERTOOD AND AGREED THAT: