

91526665
UNOFFICIAL COPY

This Indenture, Made October 21 1994, between The First National Bank of Des Plaines, a National Banking Association, 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 September 6, 1991 and known as trust number 22092209 herein referred to as "First Party," and FIRST NATIONAL BANK OF DES PLAINES

\$ 16.00

an Illinois corporation 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 NINETY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 --- (\$198,500.00) DOLLARS, 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 principal sum of One Hundred Ninety-Eight Thousand and Five Hundred and No/100 Dollars (\$198,500.00) and to pay interest on the unpaid principal amount hereof, computed on the basis of the actual number of days elapsed on a year of 360 days from the date hereof, at the rate of 10 % per annum. Principal and interest hereon shall be payable in installments as follows: \$2,218.00 on the 4th day of each month hereafter commencing November 4, 1991 through September 4, 1996 and a final installment equal to the balance of principal and interest then remaining unpaid on October 4, 1996 and with interest after the expressed or any accelerated maturity (or, at the option of the Bank, during any period of default hereunder) at the rate of 13 % per annum until payment in full hereof. All such installment payments shall be applied first to the payment of interest then due and the remainder to the reduction of principal.

All of said principal and interest being made payable at such place in Des Plaines Illinois, as the holder or 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 OF DES PLAINES in said State of Illinois.

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:

Unit 2 in 230-240 E. Lincoln Street Condominium as delineated on the Plat of Survey of the following described parcel of real estate:
Lot 11 in J.A. Weber's Addition to Mount Prospect, being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 91457830, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Property Address: 236 E. Lincoln Street, Unit 2
Mt. Prospect, Illinois

P.I.N. 08-12-122-020

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, in-a-door 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

NOTE: If interest is payable in addition to stated installments, strike out from "to-wit:" and "which, with the property hereinafter described, is referred to herein as the "premises." If stated installments include interest, strike out from "to-wit:"

Handwritten notes: 2931028, 2931028, 2931028

THIS INSTRUMENT PREPARED BY: Helen Braun, Executive Banking
FIRST NATIONAL BANK OF DES PLAINES, 701 Lee Street, Des Plaines, IL 60016
91526665

UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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) 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 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 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 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 payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the 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 date 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 redeem from any tax sale 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 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 rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. 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 (a) immediately in the case of default in making payment of any instalment 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, outlays for documentary and expert evidence, stenographers' 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale 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 rate of seven 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 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus 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

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THIS INSTRUMENT PREPARED BY: Helen Braun, Executive Banking
FIRST NATIONAL BANK OF DES PLAINES, 701 Lee Street, Des Plaines, IL 60016

NOTE: If interest is payable in addition to stated installments, strike out from 1 to 1.
First Party or its successors or assigns shall be considered as constituting part of the real estate
not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by
All of the foregoing are declared to be a part of said real estate whether physically attached thereto or
units or centrally controlled, and ventilation, including water, light, power, refrigeration (whether single
thereon used to supply heat, gas, air conditioning, and all apparatus, equipment or articles now or hereafter therein or
real estate and not secondarily), and all appurtenances thereto 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 party with said
longing, and all rents, issues and profits thereof for so long and during all such times as First Party, its
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be
which, with the property hereinafter described, is referred to herein as the "premises."

Property of Cook County Clerk's Office
COOK COUNTY, ILLINOIS
1991 OCT - 9 AM 11:18
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The principal sum of One Hundred Ninety-Eight Thousand and Five Hundred and No/100
Dollars (\$198,500.00) and to pay interest on the unpaid principal amount hereof, computed on the basis of
the actual number of days elapsed on a year of 360 days from the date hereof, at the rate of 10 % per annum.
Principal and interest hereon shall be payable in installments as follows: \$2,218.00 on the 4th
day of each month hereafter commencing November 4, 1991 through September 4, 1996
and a final installment equal to the balance of principal and interest then remaining unpaid on October 4,
1996 with interest after the expressed or any accelerated maturity (or, at the option of the Bank,
during any period of default hereunder) at the rate of 13 % per annum until payment in full hereof. All such

made payable to the order of BEARER
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.
ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 --- (\$198,500.00) Dollars.

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
\$ 16.00

September 6, 1991 and known as trust number 22092209 and herein referred
to as "First Party," and FIRST NATIONAL BANK OF DES PLAINES

October 2, 1991, Made
National Bank of Des Plaines, a National Banking Association, not personally but as Trustee under the pro-
visions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agree-
ment dated September 6, 1991 and known as trust number 22092209 and herein referred

2932126075208 a 21/3

UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 mechanics' 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) 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 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 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 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 payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the 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 hereinafter 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 thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises, 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 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 rate of seven per cent per annum, in addition to the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. 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 (a) immediately in the case 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, appraisers' fees, outlays for documents, and expert evidence, stenographers' 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, guarantees policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale 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 rate of seven 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 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 evidenced 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

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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 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. 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 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.

In order to provide for the payment of taxes, the mortgagor promises to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the legal holder of this note or agent, or place the estimated annual sum in a First National Bank of Des Plaines Certificate of Deposit. Such Certificate of Deposit must be pledged to the Mortgagee through the final maturity of the Note. Should the Mortgagor choose to pledge the Certificate of Deposit in lieu of monthly installments, as described above, annual real estate tax payments will be the direct responsibility of the Mortgagor. Such payments will be evidenced by the presentation to the Mortgagee of real estate tax receipts marked "paid" within thirty (30) days of the designated payment dates. If the amount estimated to be sufficient to pay said taxes is not sufficient, the mortgagor promises to pay the difference on demand. The legal holder of this note, or agent, is authorized to pay said items as charged or billed without further inquiry. The aforesaid monthly payments by the mortgagor on taxes shall be carried in a separate tax account, and shall not bear interest.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the mortgagor, the premises, and all persons beneficially interested therein, and each and every person except decree of judgment creditors of the Mortgagor in its representative capacity and of the premises, according any interest in or title to the premises subsequent to the date of this Mortgage, pursuant to the provisions of Chapter 77 of the Illinois Revised Statutes. When sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the Master in Chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed describing and conveying the premises purchased by him, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

If said property or any portion thereof shall be sold, conveyed, or transferred, without the written permission of the holder first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

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IN WITNESS WHEREOF, The First National Bank of Des Plaines, 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 Cashier, the day and year first above written.

THE FIRST NATIONAL BANK OF DES PLAINES

As Trustee as aforesaid and not personally,

By *[Signature]*
Trust Officer Assistant Cashier

ATTEST *[Signature]*
Trust Officer Assistant Cashier

Exoneration provision restricting any liability of First National Bank of Des Plaines, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

UNOFFICIAL COPY

Box 333

TRUST DEED

The First National Bank
of Des Plaines
as Trustee
To

Trustee

After recording return to:

HELEN BRAUN
THE FIRST NATIONAL BANK
OF DES PLAINES
701 Lee Street
Des Plaines, Illinois 60016

Form 84-802 Bankforms, Inc.

The Installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No.....
Trustee.

IMPORTANT
For the protection of both the borrower
and lender, the note secured by this Trust
Deed should be identified by the Trustee
herein, before the Trust Deed is
filed for record.

"OFFICIAL SEAL"
Kelley A. Novak
Notary Public, State of Illinois
My Commission Expires 9/18/93

I, the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that Lourdes Martinez, Trust Officer
of The First National Bank of Des Plaines, and
Adrian J. Billingsley, Trust Officer
of said Bank, who are personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such Trust Officer
and Trust Officer respectively, appeared before me this day in person and ac-
knowledged that they signed 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 afore-
said, for the uses and purposes therein set forth; and the said Trust Officer and Trust
Officer, as custodian of the corporate seal of said Bank,
and there acknowledged that she, as custodian of the corporate seal of said Bank,
did affix the corporate seal of said Bank to said instrument as her own free and
voluntary act and as the free and voluntary act of said Bank, as Trustee as afore-
said, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 3rd
day of October, A.D. 19 91
Notary Public,
Kelley A. Novak

STATE OF ILLINOIS }
COUNTY OF Cook }
59

59992516

Property of Cook County Clerk's Office

Exoneration provision restricting any liability of First National Bank of Des Plaines, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

Trust Officer
ATTEST
Trust Officer

IN WITNESS WHEREOF, The First National Bank of Des Plaines, 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 Trust Officer the day and year first above written.

THIS TRUST DEED is executed by The First National Bank of Des Plaines, 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 First National Bank of Des Plaines 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 First National Bank of Des Plaines 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 First National Bank of Des Plaines 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.

for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the 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 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.

65992516

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF Cook

ss.

I, The undersigned

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lourdes Martinez, Trust Officer

of The First National Bank of Des Plaines, and

Adrian J. Billingsley, Trust Officer, Assistant Cashier of said Bank, who are personally known to me to be the same persons whose

names are subscribed to the foregoing instrument as such Trust Officer

and Assistant Cashier 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then

and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her 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.

GIVEN under my hand and notarial seal, this 3rd day of October A.D. 19 91

Kelley A. Novak
Notary Public.

"OFFICIAL SEAL"
Kelley A. Novak
Notary Public, State of Illinois
My Commission Expires 9/18/93

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 Installment Note mentioned in the within Trust Deed has been identified here-with under Identification No. Trustee.

BOX 333

Box

TRUST DEED

The First National Bank
of Des Plaines
as Trustee
To

Trustee

After recording return to:
HELEN BRAUN
THE FIRST NATIONAL BANK
OF DES PLAINES
701 Lee Street
Des Plaines, Illinois 60016

59992516