

TRUST DEED

THIS INDENTURE made December 14, 1990 between 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 August 8, 1978 and known as Trust number 89242309, herein referred to as "FIRST PARTY" and Chicago Title and Trust Company, an Illinois corporation, herein referred to as "TRUSTEE", witnesses:

WHEREAS, First Party has concurrently herewith executed an Installment Note bearing even date herewith in the Principal Sum of Three Hundred Forty-four Thousand Seven Hundred Thirty-One and 80/100 (\$344,731.80) Dollars made payable to BEARER and delivered, in and by which said Note 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 two (2%) percent above the First National Bank of Des Plaines prime rate as follows:

Payments of principal and interest shall be made monthly on the first day of each month commencing on February 1, 1991, until all of the principal, interest, and other charges described below have been paid, except that the final payment of principal, interest, and other charges, if not sooner paid shall be due on December 31, 1993 (hereinafter called the "Maturity Date").

The Holders of the Note shall determine changes in the rate of interest and changes in the amount of monthly payment hereunder in the following manner:

1. The Interest Rate may be adjusted by the Holders of the Note on the same day of any change in the Prime Rate;

2. Changes in the Interest Rate shall be based upon changes in the prime rate as established by the First National Bank of Des Plaines.

Said Note has an "Original Index" figure of ten (10%) percent.

3. Upon any change in the interest rate, the Holders of the Note shall revise the monthly payment on the note to the extent sufficient to repay the outstanding principal balance in full as if the due date were December 31,

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2019 (29 year amortization) at the new interest rate in substantially equal payments.

4. The new interest rate shall become effective on each Change Date and any resulting change in the monthly payment shall become effective on the date of the change and shall remain in effect until said amount is again changed or the Note is fully repaid.

5. All such payments on account of indebtedness evidenced hereby shall be first applied to interest on the unpaid principal balance and the remainder to principal.

All of said principal and interest being made payable at such banking house or trust company in Des Plaines, Illinois, as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Raymond G. Hoven in said city. All reference hereinto "Note" shall include the singular and the plural.

NOW THEREFORE First Party is to secure the payment of 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, do 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; in the following manner:

See attached legal description 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 or 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, inadoor beds, awnings, stoves and water heaters. All of the foregoing are

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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.

The maker of the Note secured by this Trust Deed shall have the right to prepay the principal in whole or in part at any time without penalty.

The Note is not to be considered in default for non-payment of interest until after the fifteenth day of the month.

The Note secured by this Trust Deed is secured by a Junior Mortgage.

THE NOTE SECURED BY THIS TRUST DEED CALLS FOR MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST. THE ENTIRE PRINCIPAL BALANCE AND ANY ACCRUED AND/OR UNPAID INTEREST SHALL BE DUE NO LATER THAN DECEMBER 31, 1993. THE HOLDER OF THIS NOTE HAS NO OBLIGATION TO EXTEND THE PAYMENT DATE OF THIS NOTE.

The initial rate of interest is twelve per cent. Beginning January 1, 1992 until this Note is paid in full, the interest rate shall not exceed 12%.

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, their 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 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 ordinances; (7) pay

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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 wind storm under policies providing for payment by the insurance companies of money 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 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 heretofore 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 claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by TRUSTEE or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to TRUSTEE as established by its current fee schedule 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 per annum of three (3%) percent over the then existing interest rate. Inaction of TRUSTEE or holders of the Note shall never be considered as waiver of any right accruing to them on account of any of the provisions of this paragraph.

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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) in the case of default in making payment of any installment of principal or interest on the Note after five (5) days after written notice, 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 after fourteen (14) days written notice, said option to be exercised at any time after the expiration of the applicable notice 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 to title, title searches and examination, 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 per annum as set forth in the Note, 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

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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 foreclosure whether or not actually commenced; or (c) preparation 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, an overplus to First Party, its legal representatives or assigns, as its 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 suits 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

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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 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

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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.

THIS TRUST DEED is executed by 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 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 First Party A and First Party B and their 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 said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, 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.

FIRST NATIONAL BANK OF DES PLAINES,
as Trustee, as aforesaid and not personally.

By: *Jessie M. ...*
TRUST OFFICER

Attest:

Edward ...
TRUST OFFICER

I certify the foregoing is a true and correct copy of the original as filed in my office and is also a true and correct copy as it is expressly made a part hereof.

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Property of Cook County Clerk's Office

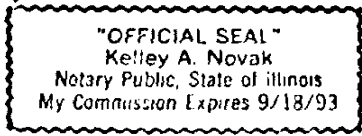
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, He undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify, that Guards Martens, ~~Vice President~~/Trust Officer of FIRST NATIONAL BANK OF DES PLAINES, and Adrian Willingsley, ~~Assistant Cashier~~/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 ~~Vice President~~/Trust Officer and ~~Assistant Cashier~~/Trust Officer, 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~~/Trust Officer then and there acknowledged that said ~~Assistant Cashier~~/Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said ~~Assistant Cashier~~/Trust Officer's 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 22ND day of January, 1991.



Kelley A. Novak
Notary Public

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

Trustee

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Parcel 1:

Lot 12 (except part taken for street) in Block 8 and Lot 1 in Block 9 (except that part of said lots described as follows: Commencing at a point in North Westerly line of Lot 12, 22 feet South Westerly of most Northerly corner of said Lot; thence South Westerly along North Westerly line of Lot 12, 16 feet; thence South Easterly on a line parallel to North Easterly line of Lot 12 and said North Easterly line extended to an intersection with present South Westerly line of Prairie Avenue; thence Northerly along said South Westerly line of Prairie Avenue to an intersection with a line 22 feet South Westerly of and parallel to the North Easterly line of said Lot 12; thence North Westerly along said parallel line to place of beginning, and except that part thereof lying Southerly of the Northerly line of Lot 2 in Block 9 produced Easterly in a straight line and except that part thereof lying South Easterly of a line 173 feet South Easterly of and parallel with North Westerly line of said Lots and lying Westerly of present Westerly line of Prairie Avenue) all in Parson and Lee's Addition to Des Plaines, being a Subdivision of Lots 72, 73, 74, 139, 140, 141, 142, 143, 144, 145, 174, 175, 176 and 177 in Town of Des Plaines (formerly Town of Rand) and parts of Sections 17 and 20, all in Township 41 North, Range 12, East of the Third Principal Meridian;

ALSO

Parcel 2:

The South Easterly Half of Lot 17 in Block 9 in Parson and Lee's Addition to Des Plaines, being a Subdivision of Lots 72, 73, 74, 139, 140, 141, 142, 143, 144, 145, 174, 175, 176 and 177 in Town of Des Plaines (formerly Town of Rand) and parts of Sections 17 and 20, all in Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

ALSO

Parcel 3:

Lot 2 (except the Northwesterly 138 feet and 5 inches thereof) in Block 9 and Lot 3 (except the Northwesterly 138 feet and 5 inches thereof in Block 9 and also those portions of following described lots lying Southerly of the Northerly line of Lot 2 in Block 9 produced Easterly in a straight line: Lot 12 in Block 8, Lot 1 in Block 9, all in Parson and Lee's Addition to Des Plaines, in Cook County, Illinois. (This parcel is registered in the Torrens system)

Commonly known as: 733 Lee Street, Des Plaines, Illinois

Permanent Tax Index No.: 09-20-200-006-0000 and 09-20-200-042-0000

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