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COOK COUNTY, ILL. MAR 13 1991

Exoneration provisions restricting any liability of First Illinois Bank and Trust affixed hereto, hereby expressly made a part hereof.

1991 MAR 13 AM 11:03

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TRUST DEED

Space above for Recorder's Use Only

\$ 16.00

THIS INDENTURE, made MARCH 13, 1991, between FIRST ILLINOIS BANK AND TRUST, of LA GRANGE, ILLINOIS, an Illinois banking corporation (the "Bank"), not personally but as Trustee (hereafter also referred to as the "FIRST PARTY") under the provisions of a deed or deeds in trust duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated AUGUST 13, 1977 and known as Trust Number 4460 (the "Trust Agreement"), and EDGEWOOD BANK (herein referred to as "TRUSTEE"), witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment Note (the "Note") bearing even date herewith in the Principal Sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, made payable to THE ORDER OF BANKER 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 together with interest thereon as provided in said Note, until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of March, 2001; provided that the principal of each installment unless paid when due shall bear interest at the rate of ELEVEN AND THREE-QUARTERS (11.75%) per cent per annum, and all of said principal and interest being made payable as provided in said Note,

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 acknowledged, does by these presents grant, remise, release, alien and convey to the Trustee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois:

LOT 285 IN SPRING GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS OF PROPERTY: 515 S. WAIOLA AVE., LA GRANGE, IL 60525

PIN: 18-09-102-004

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, 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 the holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts, therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 shall deliver all policies, including additional and renewal policies, to holders of the Note and in case of insurance about to expire, shall delivery 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 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 a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. 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.

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00 87 The Trustee or the holders of the Note hereby secured making any payments 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 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 1. 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 the 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 a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, 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 of 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, 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: (a) 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; (b) the deficiency in case of a sale and deficiency. The undersigned, in addition to all waivers herein contained does hereby waive the homestead exemption granted to the undersigned under the provisions of Section 522 (g) (1) of the Federal Bankruptcy Code as amended from time to time, and any other provision under Federal or State law, to the extent so permitted.

PARAGRAPHS 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

THIS TRUST DEED is executed by FIRST ILLINOIS BANK AND TRUST, 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 ILLINOIS BANK AND TRUST 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 ILLINOIS BANK AND TRUST personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or 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 ILLINOIS BANK AND TRUST 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.

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Exoneration provisions restricting any liability of First Illinois Bank and Trust affixed hereto, hereby expressly made a part hereof.

IN WITNESS WHEREOF, FIRST ILLINOIS BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President or Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary or Assistant Trust Officer, the day and year first above written.

FIRST ILLINOIS BANK AND TRUST, as Trustee as aforesaid, and not personally,

Identification No. 1-33274
EDGEWOOD BANK, Trustee

By: [Signature]
Land Trust Officer

By: [Signature]
Vice President

Attest: [Signature]
PTO Assistant Secretary

This Instrument Is Executed By First Illinois Bank And Trust, Not Personally But Solely As Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duly Recorded And Delivered To The First Illinois Bank And Trust In Pursuance Of A Trust Agreement Dated August 13, 1977, And Known As Trust No. 4460, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Performed Hereunder (whether Or Not The Same Are Expressed In Terms Covenant, Promises Or Agreements) By The First Illinois Bank And Trust Are Undertaken By It Solely As Trustee As Aforesaid, And Not Individually And No Personal Liability Shall Be Asserted Or Be Enforceable Against The First Illinois Bank And Trust By Reason Of Any Of The Terms, Provisions, Stipulations, Covenants And Conditions Contained In This Instrument.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT the above named Trust Officer or Vice President and Assistant Secretary of FIRST ILLINOIS BANK AND TRUST, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer or Vice President and Assistant Secretary 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 Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary'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 13th day of March, 1991.

[Signature]
Notary Public

My Commission Expires:

4-22-93



91121904

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM H. POKORNY, JR.
100 West Plainfield Road
La Grange, Illinois 60525

MAIL TO
WILLIAM H. POKORNY, JR.
100 West Plainfield Road
La Grange, Illinois 60525

BOX 333

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Exoneration provisions restricting any liability of First Illinois Bank and Trust affixed hereto, hereby expressly made a part hereof.

7. Trustee or the holder 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the Note or trust deed, 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 by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.

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.

11. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

12. This Trust Deed and all provisions hereof shall extend to and be binding upon First Party and all persons claiming under or through First Party, whether or not such persons shall have executed the Note or this Trust Deed.

13. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

14. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

15. If (i) all or any part of the Property or an interest therein is sold or transferred by First Party, or (ii) any such sale or transfer is accepted or consented to by First Party, in either case without the prior written consent of the Trustee or holders of the Note, Trustee or holders of the Note may, at their option, declare all the sums secured by this Trust Deed to be immediately due and payable.

Note shall have waived such option to accelerate if, prior to the sale or transfer, Trustee or holder of the Note and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Trustee or holders of the Note and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Trustee or holders of the Note shall request. If Trustee or holders of the Note have waived the option to accelerate provided in this paragraph 15, and if First Party's successor in interest has executed a written assumption agreement accepted in writing by Trustee or holders of the Note, Trustee or holders of the Note shall release First Party from all obligations under this Trust Deed and the Note.

If Trustee or holders of the Note exercise such option to accelerate, Trustee or holders of the Note shall mail First Party notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which First Party may pay the sums declared due. If First Party fails to pay such sums prior to the expiration of such period, Trustee or holders of the Note may, without further notice or demand on First Party, invoke any remedies permitted by paragraph 4. hereof.

16. Each notice, request, demand, approval or other communication which may be or is required to be given under this Trust Deed shall be in writing and shall be deemed to have been properly given when delivered personally at the address last designated hereunder for the intended party during normal business hours at such address, or when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to First Party as follows:

FIRST ILLINOIS BANK AND TRUST
as Trustee of Trust No. 4460
14 South La Grange Road
La Grange, Illinois 60525

(b) If to Trustee, as follows:

EDGEWOOD BANK
1023 West 55th Street
Countryside, Illinois 60525

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Alternatively, in either of the foregoing cases notices shall be given to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party aforesaid, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

Each said notice, request, demand, approval or other communication which is sent by mail in accordance with this paragraph shall be deemed given as of the date of deposit thereof for mailing in a duly constituted United States Post Office or branch thereof located in the same state as is shown in the address to which directed or on the third day after such deposit in any other case. Where the term "First Party" is used for convenience in this instrument to refer to or describe, both collectively and individually, two or more individual parties, then all of the undersigned agree that any notice, request, demand, approval or other communication given pursuant to the terms of this paragraph to the First Party whose name and address is set forth above (or First Parties if more than one is set forth), shall be effectively and simultaneously given to all of the parties who are referred to or described by the term "First Party". Whenever required by the context throughout this instrument, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

FIRST ILLINOIS BANK AND TRUST, as Trustee as aforesaid,
and not personally,

By: [Signature]
Land Trust Officer of ~~XXX XXXXXX~~

Corporate Seal

Attest: [Signature]
PRO ~~XXXXXX~~ Secretary

This instrument is executed by First Illinois Bank and Trust, not personally but solely as trustee, under the provisions of a deed or deeds in trust duly recorded and delivered to the First Illinois Bank and Trust in pursuance of a trust agreement dated August 13, 1977, and known as Trust No. 4460, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms covenant, promises or agreements) by the First Illinois Bank and Trust are undertaken by it solely as trustee as aforesaid, and not individually and no personal liability shall be asserted or be enforceable against the First Illinois Bank and Trust by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED MARCH 13, 1991 BETWEEN FIRST ILLINOIS BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 13, 1977 AND KNOWN AS TRUST NO. 4460 AS FIRST PARTY, AND FIRST ILLINOIS BANK AND TRUST, AS TRUSTEE.

Property of Cook County Clerk's Office 01121904