

TRUST DEED  
Deliver To  
Recorder's Office

# UNOFFICIAL COPY

28-21-297145

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made MARCH 18 1991, between COLE TAYLOR BANK/FORD CITY AS TRUSTEE  
U/A/D 3-12-91 A/K/A TRUST #91-2011 , herein referred to as "Mortgagor", and

1st HERITAGE BANK-----

an Illinois corporation doing business in C. C. HILLS Illinois, herein referred to as Trustee, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein-  
after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of  
ONE HUNDRED TWENTY SEVEN THOUSAND AND NO/100'S----- Dollars,  
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

1st HERITAGE BANK-----

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the  
balance of principal remaining from time to time unpaid at the rate of 11.00 percent per annum in install-  
ments as follows:

ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S-----  
Dollars on the 1ST day of MAY 1991 and

ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S-----

Dollars on the 1ST day of each MONTH thereafter until said note is fully paid except the final pay-  
ment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL, 2006  
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the un-  
paid principal balance and the remainder to principal; provided that the principal of each installment unless paid  
when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest  
being made payable at such banking house or trust company in C. C. HILLS 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  
1st HERITAGE BANK in said City, COUNTRY CLUB HILLS, ILLINOIS

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said interest in accordance with the terms, provisions  
and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in  
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto  
the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in  
the COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 6 (EXCEPT THAT PART FRONTING ON 159TH STREET MEASURING 19.8 FEET ON THE  
WEST LINE OF LOT 6, AND 21.2 FEET ON THE EAST LINE OF LOT 6, CONVEYED TO THE  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS) IN BLOCK 2  
IN OAK FOREST HILLS, BEING A SUBDIVISION OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$   
OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
LYING NORTHWESTERLY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN  
COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 28-21-200-005  
ADDRESS: 5135 W. 159TH ST.  
OAK FOREST, IL. 60452

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 Mortgagors may be entitled thereto (which are hedged primarily on a parity with said real estate and not second-  
arily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, re-  
frigeration (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 the mortgagors or  
their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and  
benefits the Mortgagor do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated  
herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

Exemptions provision restricting COLE TAYLOR BANK AS TRUSTEE UNDER TRUST #91-2011

COLE TAYLOR BANK (SEAL) on 28-21-200-005 (SEAL)

Trust Officer or attached hereto is hereby appointed (SEAL) (SEAL)

made a part hereof (SEAL) ATTEST: (SEAL)

VICE PRESIDENT (SEAL)

91297145

STATE OF ILLINOIS )  
                      ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that Sandra T. Russell, Trust Officer  
of COLE TAYLOR BANK, and Eugene C. Hunziker, Vice President  
of said corporation, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Trust Officer  
and Vice President 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 corporation for the uses and purposes herein set forth; and the said  
Vice President then and there acknowledged that he as custodian  
of the corporation did affix the corporate seal of said corporation to said  
instrument as his own free and voluntary act and as the free and voluntary  
act of said corporation, for the uses and purposes therein set forth.

91297145

# ~~UNOFFICIAL COPY~~

STRUCTURES

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CITY  
STREET  
NAME

138

LAST HERITAGE BANK  
4101 W. 183RD ST.  
COUNTRY CLUB MILLS, IL. 60478

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Filed herewith under Identification No. 2041680  
The Instrument Note mentioned in the Within Trust Dead has been filed.

IMPORTANTE

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER, THIS NOTE SECURED BY THIS TRUST DEED  
SHOULD BE DENTIFIED BY THE TRUSTEE NAMED HEREIN  
BEFORE THIS TRUST DEED IS FILED FOR RECORD.

in the event of the sale, transfer, assignment or conveyance of the title to the above-referred premises, by the assignee Mortgagor or trustee assents at any time before or on the date of sale, transfer, assignment or conveyance of the title to the rate of 11.0 % per annum from the date of said sale, transfer, assignment or conveyance or the making of a contract to sell on instalment payments until paid.

shall have executed the note or this Trust Deed.

absentee voter registration, which enables voters to register to vote and be entitled to receive election notices and other information by mail.

14. Duties which the designation of the note and which purports to be issued by the persons described as a master teacher.

What follows is a brief description of the instrument used to measure the degree of separation between the two sets of particles.

13. These rules shall remain in force until revised by the Board of Directors or until superseded by other rules adopted by the Board of Directors.

10. No condition for the sale and delivery.  
11. Payment or delivery of the note shall have the right to snap; i.e., a premature at all reasonable times and causes whereas still be permitted for that purpose.

the first time that the power of the state has been used to collect taxes from the people. The new law, which will take effect on January 1, 1923, will impose a tax of 10 percent on all incomes over \$1,000 per month. This tax will be collected by the state through its tax collector, who will be responsible for the collection of the tax. The tax will be applied to all incomes over \$1,000 per month, regardless of whether the income is derived from wages, salaries, or other sources. The tax will be applied to all incomes over \$1,000 per month, regardless of whether the income is derived from wages, salaries, or other sources.

concrete structures, especially those made of reinforced concrete, are designed by the engineer to withstand the effects of the environment. The engineer must take into account the effects of temperature, humidity, and other factors on the concrete structure. The engineer must also consider the effects of the environment on the concrete structure's performance over time.

Parties to the leasehold interest, or the lessee, may be liable for the payment of the premium if the premises shall be demised and let under a leasehold interest for the term of which the premium is payable.

and determine the best way to do it. But the first step is to identify the problem. Once you know what the problem is, you can start to think about how to solve it. And once you have a solution in mind, you can start to work on it. It's important to remember that there is no one right way to solve a problem. There are many different ways to approach a problem, and each person has their own unique way of thinking. So don't be afraid to try different things and see what works best for you.

In addition to creating the first ever national standards for early learning, the new framework will also provide a model for states to follow as they develop their own standards.

A CHINESE EXPERT IN A PAPER I READ RECENTLY SAID BOTH PRINCIPAL AND INTEREST, WHO DUE ACCORDING TO HIS OPINION TO THE SAME BECAUSE AT THE DEGREE OF THE BORDER

b. The trustee or personal representative of the decedent may be entitled to receive the entire value of the estate if the estate is not distributed to the heirs or beneficiaries within one year after the date of death.

form completed by the firm's attorney or by another attorney retained by the firm, and the attorney's name and address should be included.

Under the new system, the government would have to prove that a person was guilty before they could be held in prison. This would mean that people would not be held in prison for long periods of time unless they were found guilty of a crime.

3. Moderate declines predicted by the model suggest that the number of moths of each species to be expected at a particular location will decrease by 10-20%.

With the exception of the department of the interior, which has been mentioned above, the other departments of the government have been organized under the act of March 3, 1849, entitled "An act to establish a general system of post roads and post offices, and for other purposes." The postmaster general is the head of the department, and is appointed by the president, with the advice and consent of the Senate. He is assisted by a postmaster general's office, which is located in Washington, D. C., and by a postmaster general's agent, who is located in New York City. The postmaster general's office is responsible for the administration of the post roads and post offices throughout the United States. The postmaster general's agent is responsible for the administration of the post roads and post offices in the state of New York.

1. Managerial skills development in food condition and repair, services of repair and building up of performance now to be transferred to the personnel who become responsible for the job.

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38426

Notary Public

#### REFERENCES AND NOTES

WHO	personally known to me to be the same person — who's name — subject to the
To whom I am giving this instrument, appears before me this day in person and acknowledge(d) that ——— signed,	
I have given him/her this instrument, appeared before me this day in person and acknowledged that ——— signed,	
I declare and deliver this said instrument as ——— from my signature for the uses and purposes	
therein set forth, including the release and waiver of the right of homestead.	
GIVEN under my hand and Notarized Seal this ——— day of ———, A.D. 19 ———	
THIS INSTRUMENT WAS PREPARED BY:	
KIM BELLIS	
NAME: JES HERITAGE, BANK	
4101 W. 183RD ST.	
ADDRESS COUNTRY CLUB HILLS IL 60477	
Notary Public.	

STATE OF ILLINOIS,  
COUNTY of McHenry,  
THE UNDERSIGNED  
a Notary Public in said County, in said State aforesaid, DO HEREBY CERTIFY THAT

Property of Cook County Clerk

THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED  
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1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said note an amount equal to one-twelfth of the estimated annual amount of the taxes and other charges against the premises for the year in which the note is executed or otherwise made payable, including assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagors shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premium for each and every policy referred to in the terms and conditions of the insurance, as set forth in Paragraph two, and the same shall be held by the Trustee or the legal holder of the note as and for a Staking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premium as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 monies paid for any of the purpose herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 without interest, and the amounts so paid or incurred shall be added to the principal due and then unpaid.

5. 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 account presented from any tax collector or 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.

6. Mortgagors shall pay such items of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. 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 recording fees, expenses of sale, expenses of collection, expenses of removal to a receiver, expenses of holding and managing the property, expenses of advertising the same, costs of title, title searches and examinations, guarantee policies, Torrens certificates and similar documents and assurances with respect to title to 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 property. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of maximum allowed by law per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including proceedings and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, defendant, by reason of this instrument or any other indebtedness secured hereby or for the compensation of an attorney for the services of an attorney, or (b) the right to foreclose whether or not duly 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.

8. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of this trust deed, 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 Mortgagors at the time of application for such receiver and without regard to the then value of the premises, 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other powers which may be necessary or appropriate in such case for the protection, possession and management of the property, including the power to sue in the name of the receiver for the net income in his hands in payment in whole or in part. (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.

10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to enter the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. 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, or to 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 the whittles satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereby created by prior instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed and the lien thereby created has been paid in full, and upon payment in full of all other amounts due and owing to Trustee, either before or after maturity of the trust deed. 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 executed a certificate or 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 by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder, or Register of Titles in which this instrument shall have been recorded or filed. In case of resignation, liability for the acts of Trustee, the then Recorder or Register of Titles of the county in which the premises are situated shall be succeeded in Trust and Successor in Trust and shall have the identical title, powers and authority as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used hereunder shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale, transfer, assignment or conveyance of the title to the aforesaid premises, or any part thereof, by the aforesaid Mortgagor or their assignees, transferees or grantees at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgagor's regulations then in effect, the entire unpaid balance of the principal and interest and advances, if any shall immediately become due and payable without notice at the option of the mortgagees, and the aforesaid sum shall bear interest at the rate of 11.0 % per annum from the date of said sale, transfer, conveyance or the making of a contract to sell on installment payments until paid.

### IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 2041680

by   
Business  
Development Officer

Assistant Vice President  
Assistant Secretary

NAME

D  
E  
L  
I  
V  
R  
Y  
  
STREET  
CITY  
STATE  
ZIP  
  
1st HERITAGE BANK  
4101 W. 183RD ST.  
COUNTRY CLUB HILLS, IL. 60478

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

INSTRUCTIONS

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8/12/97 145

## EXCLUSIVITY CLAUSE

This document is intended for the use of the parties named, or their legal representatives, and is not to be distributed outside of the parties named, without written consent of the parties named. It is not to be reproduced in whole or in part, except by express written consent of the parties named. Any unauthorized disclosure of this information will result in immediate termination of the relationship between the parties named, and the parties named will be entitled to damages sustained as a result of such unauthorized disclosure. This clause shall remain in effect until the date of termination of this relationship, or until the parties named have given written notice of termination of this relationship, whichever comes first. This clause does not affect the validity of any agreement or waiver of liability contained in this instrument, unless expressly waived and released.

COLE TAYLOR BANK

91297145