

UNOFFICIAL COPY

042
This Indenture, Made August 14, 1992, between Standard Bank and Trust Company of Hickory

Hills a corporation of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated Dec. 1, 1986 and known as trust number 3035 herein referred to as "First Party," and

FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS

JJ

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 Forty Thousand and NO/100 (\$140,000.00)-----

DOLLARS,

made payable to FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.25 percent per annum in 60 months (Five year balloon only) instalments as follows: One Thousand Three Hundred Seventy Four and 30/100 (\$1,374.30)----- DOLLARS on the 1st day of October 1992 and One Thousand Three Hundred Seventy Four and 30/100 (\$1,374.30)----- DOLLARS on the 1st day of each month thereafter until said note is fully

paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 1997. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Palos 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 FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, 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:

PARCEL #2

LCT 11 IN M-G-M SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN T. PAULEY'S SUBDIVISION OF LOTS 67, AND 68 IN FRANK DE LUGACH'S 70TH STREET ESTATES, AND LOTS 65, 66, 69, 70, 71, 72, 73, 74 AND 75 IN FRANK DE LUGACH'S 79TH STREET ESTATES, IN SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 7740 W. 82nd Pl., Bridgeview, Illinois 60455

PIN #18-36-108-032-0000 COOK COUNTY, ILLINOIS
FILED FOR RECORD

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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

This instrument was prepared by: 1st State Bank & Trust Co. of Palos Hills
10360 S. Roberts Rd., Palos Hills, Illinois 60465

Box 333

TRUST DEED

STANDARD BANK AND TRUST COMPANY
OF HICKORY HILLS
as Trustee
TO

Trustee

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

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STANDARD BANK & TRUST COMPANY OF PALOS
OF HICKORY HILLS
700 West 95th Street
Hickory Hills, IL
10360 South Roberts Road
Palos Hills, Illinois 60465-1

MAR 16 1992

STANDARD BANK & TRUST COMPANY OF PALOS
OF HICKORY HILLS
700 West 95th Street
Hickory Hills, IL
10360 South Roberts Road
Palos Hills, Illinois 60465-1

9253370

NOTARY PUBLIC

day of AUGUST 22 A.D. 1992

STATE OF ILLINOIS
CLERK OF COOK COUNTY
NOTARY PUBLIC
RECEIVED
AUGUST 22, 1992
BY CLERK OF COOK COUNTY

GIVEN under my hand and notarial seal, this 18th
of said Bank, did affix the corporate seal of said Bank to said instrument as Trustee as
owner free and voluntary act and as the free and voluntary act of said Bank as Trustee as
of said Bank, did affix the corporate seal of said Bank to said instrument as Trustee as
owner free and voluntary act and as the free and voluntary act of said Bank as Trustee as
AT TO, then and there acknowledged that the same is for the uses and purposes herein set forth;
said instrument is 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 herein set forth; and that the said
instrument before me this day in person and acknowledged that they signed and delivered the
same before me this day in person and acknowledged that they signed and delivered the
said instrument to the foregoing instrument as such AVP/TD, and ATD, respectively,
of said Bank, who are personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such AVP/TD, and ATD, respectively,

of the Standard Bank and Trust Company of Hickory Hills, and
Bridgette M. Scandlan
Bridgette M. Scandlan
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
the undersigned

STATE OF ILLINOIS
COUNTY OF COOK

UNOFFICIAL COPY

which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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.

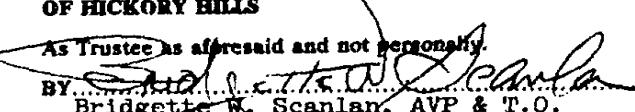
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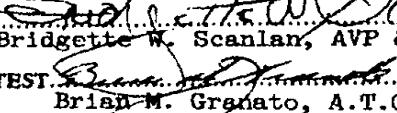
THIS TRUST DEED is executed by the STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS hereby warrants that it 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 STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS 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 STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS, not personally but as Trustee as aforesaid, has caused these presents to be signed by its, A.T.O.:....., and its corporate seal to be hereunto affixed and attested by its A.T.O.:..... the day and year first above written.

STANDARD BANK AND TRUST COMPANY
OF HICKORY HILLS

As Trustee as aforesaid and not personally.

BY 
Bridgette W. Scanlan, AVP & T.O.

ATTEST: 
Brian M. Granato, A.T.O.

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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 solid preemptions. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolventy at the time of application for such receiver, or the position of persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the preemptions held by the same shall be then occupied or used for the benefit of the trustee; provided that the trustee may be compelled to sell such receiver's interest in the property so foreclosed during the period of said preemptions, whether the beneficiary be redeemed or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of law, recovers title, whether such title is absolute or qualified, and all other powers or period of redemption, whether the beneficiary be redeemed or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of law, recovers title, whether such title is absolute or qualified, and all other powers or

5. The proceeds of any forcible seizure shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the forcible seizure 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; third, all other items which under the terms hereof constitute secured indebtedness unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

3. At the option of the holders of the note and without notice to First Party, it's successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note to the contrary, become due and payable immediately in the case of default in making payment of any instalment, or 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.

2. The trustee or the holders of the note hereby agree to pay any amount heretofore authorized relating to taxes or assessments to any bill, statement or estimate of estimate of any tax, assessment, sale, forfeiture, tax lien or title or claim hereof.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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.