



TRUST DEED

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COOK COUNTY CLERK'S OFFICE

1992 APPROVED FOR RECORDER'S USE 92792649

THIS INDENTURE, Made OCTOBER 8, 1992, between ~~Chicago Title and Trust Company~~, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated APRIL 2, 1985 and known as Trust Number 825, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

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 FORTY THOUSAND AND 00/100-----

----- Dollars, made payable to THE ORDER OF ~~NEW LENOX~~ THE FIRST NATIONAL BANK OF LINCOLNWOOD 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 from DATE on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments (including principal and interest) as follows*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

RIDER ATTACHED TO TRUST DEED DATED OCTOBER 8, 1992 BY AND BETWEEN NEW LENOX STATE BANK AS TRUSTEE, UNDER TRUST NO. 825 DATED APRIL 2, 1985 AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

The principal sum and interest to be payable in instalments as follows: \$445.76 or more on the 1st day of DECEMBER, 1992 and \$445.76 or more on the 1st day of each and every 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 NOVEMBER, 2002.

Interest on said note shall accrue at a rate per annum equal to the interest rate index in effect each day, which rate shall change when and as the interest rate index changes, however, the interest rate will never be higher than 15.50%. All instalment payments received on said note shall be applied first to the payment of interest accrued to the date the instalment is paid, and any amount remaining from an instalment after application to interest shall be applied in reduction of unpaid principal. If the monthly instalment payment is insufficient to pay the interest accrued for any month, the undersigned agrees to pay the actual billing from the bank of interest accrued for that month. Interest on said note shall increase to a rate per annum equal to the sum of the interest rate index in effect each day plus 5.00% (which rate shall change when and as the interest rate index changes) upon default, or after the due date of the final instalment until all liabilities are paid, however, the increased interest rate will never be higher than 15.50%. Interest on said note will be computed based upon a 360-day year for the actual number of days elapsed. The interest rate index is the moving average each month of the highest "Prime Rate" as published in the Money Rates section of The Wall Street Journal each business day. The Prime Rate in effect on non-business days shall be the highest Prime Rate published in The Wall Street Journal on the immediately preceding business day. Any interest rate index change shall be effective as of the first day of the second month immediately following a change in the interest rate index for any month. If the index is no longer available, the bank will choose a new index in its sole discretion and will send notification of this choice. The instalment payments due under said note shall be changed as of the first day of the month following the effective date of any change in the interest rate index to a monthly payment amount sufficient to repay the loan based on the amount necessary to fully amortize the remaining loan balance at the new interest rate over the remaining loan term. Bank shall give notice at least 25 calendar days but not more than 120 calendar days prior to the effective date of any change in the instalment payment pursuant to a change in the interest rate index as hereinabove set forth.

TRANSFER OF THE PROPERTY: DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of said Note hereby secured, the holders of said Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed

If the holders of said Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagee, their heirs, executors, administrators or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

MAIL TO:

THE FIRST NATIONAL BANK OF LINCOLNWOOD 6401 N. LINCOLN AVENUE LINCOLNWOOD, ILLINOIS 60645 ATTN: CHARLES A. GREENSTEIN SENIOR VICE PRESIDENT

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2745 PRINCE NORTHBROOK, IL 60062 PERM. R.E. TAX ID #04-21-110-010

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 333 - TH

(J. ROSENTHAL) P.T.N. 04-21-110-010

1505-57-COURT

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policies not less than ten days prior to the expiration of the term of the note or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any way and in any order and manner...

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

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title 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 prematurity 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, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further 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 case 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 for foreclosure 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.

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 or status or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on 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 an identification number supporting to be placed thereon 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 hereof; and where the release is requested of the original trustee and it has assigned 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 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. 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.

*New Lenox State Bank

THIS TRUST DEED is executed by the undersigned, the undersigned, 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 Assistant Vice President and Assistant Secretary) 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 Chicago Title and Trust Company 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 assigns, and said Chicago Title and Trust Company 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, by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally. ASSISTANT VICE-PRESIDENT Trust Officer ASSISTANT SECRETARY Vice President



*NEW LENOX STATE BANK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company 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 Company for the uses and purposes therein set forth.

Given Under My Hand and Notarial Seal Date 10-13-92 Notary Public

NOTARY PUBLIC, COUNTY OF COOK, ILLINOIS, 55.

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

The Instrument Note mentioned in the within Trust Deed has been identified here with under identification No. Chicago Title and Trust Company BY [Signature] TRUSTEE

92-92619

D.I.W. 04-21-110-010

(J. ROSENTHAL)

BOX 533 - TH

SENIOR VICE PRESIDENT

ATTN: CHARLES A. GREENSTEIN
LINCOLNWOOD, ILLINOIS 60645

2745 PRINCE
NORTHBROOK, IL 60062
PERM. R.E. TAX ID #04-21-110-010

THE FIRST NATIONAL BANK OF LINCOLNWOOD

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

MAIL TO:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to promptly repay, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for the full amount of any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof; (c) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof; (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 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 hereof; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may be liable 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 (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance company 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 compliance satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. The property hereinafter described, as referred to herein as the "premises," together with all improvements, tenements, 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 par with said real estate and not secondarily), and all apparatus, equipment or other single units or accessories now or hereafter in, on or attached to the premises, including (without limitation) heat, gas, air conditioning, water, light, power, refrigeration (whether single units or accessories), and ventilation, including (without limitation) restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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 accessories 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.

which, with the property hereinafter described, as referred to herein as the "premises," together with all improvements, tenements, 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 par with said real estate and not secondarily), and all apparatus, equipment or other single units or accessories now or hereafter in, on or attached to the premises, including (without limitation) heat, gas, air conditioning, water, light, power, refrigeration (whether single units or accessories), and ventilation, including (without limitation) restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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 accessories hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN
6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

LOT 2 IN BLOCK 2 IN STONE HEDGE MANOR BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF WILLOW ROAD AS DEDICATED BY DOCUMENT NUMBER 11231380 (EXCEPT THE SOUTH 20 ACRES THEREOF) AND (EXCEPT THE NORTH 531.68 FEET THEREOF) AND (EXCEPT THAT PART LYING EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 15 ACRES OF THE SOUTH 20 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

VILLAGE OF NORTHBROOK
NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

LINCOLNWOOD, 6401 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS 60645

LINCOLNWOOD, 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 THE FIRST NATIONAL BANK OF LINCOLNWOOD, Illinois, and all of said principal and interest being made payable at such banking house or trust company in

at the rate of percent per annum, and all of said principal and interest being made payable at such banking house or trust company in LINCOLNWOOD, 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 THE FIRST NATIONAL BANK OF LINCOLNWOOD, Illinois, and all of said principal and interest being made payable at such banking house or trust company in

payment of principal and interest, if not sooner paid, shall be due on the day of the month of the year 19-- and

692792649

UNOFFICIAL COPY

TRUSTEE

BY *[Signature]*
The instrument mentioned in the within Trust Deed has been identified
with under Identification No. *[Number]*

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

Notary Seal
Notary Public
Date *10.19.92*

Given under my hand and Notarial Seal
and as the free and voluntary act of said Company for the uses and purposes therein set forth.
said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of
said instrument as their own free and voluntary act and as the free and voluntary act of said Company for
the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that
said instrument, appeared before me this day in person and acknowledged that they signed and delivered the
are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary
GRANTOR, personally known to me to be the same persons whose names
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above named Assistant Vice President and Assistant Secretary of the *NEW LENOX STATE BANK*

ASSISTANT VICE PRESIDENT
TRUST OFFICER
ASSISTANT SECRETARY
VICE PRESIDENT
[Signature]

Notary Seal
Notary Public

PLAINTIFF
STATE OF ILLINOIS
COUNTY OF COOK
SS

Property of Cook County Clerk's Office

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