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TRUST DEED

92128491

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 21, 1992, between Robert S. Allen and Evelyn W. Allen, husband and wife, as joint tenants
of the Village of Forest Park County of Cook
State of Illinois herein referred to as "Mortgagors" and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One hundred fifteen and 00/100ths (\$115,000.00) Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER Avenue Bank of Oak Park
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9.25 percent fixed for the first five years, then the rate shall be re-adjusted to 275 basis points the three year T - Bill for the remaining two years.

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 and all of said principal and interest being made payable at such banking house or trust company 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 Andrus Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOTE, THEREFORE, the Mongagors 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 the performance of the covenants and agreements herein contained, by the Mongagors 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

CITY OF **Oriskany** COUNTY OF **Oneida** AND STATE OF **ILLINOIS**, to wit:

Lot 21 in Block 1 in C. and J. Schlund's Subdivision of Blocks 25, 26,
27, 28, 38 and 39 in Railroad Addition to Harlem, a subdivision of the
Southeast 1/4 of section 12, township 39 North, Range 12, East of the Third
Principal Meridian, in Cook County, Illinois. DEPT 01 RECORDING \$27.00
T45555 TRAN 1833 02/28/92 11:30pm
Permanent Index Number: 15-12-428-004 # 8108 # *-72-128471
COOK COUNTY RECORDER
Commonly known as: 212 S. Elgin, Forest Park, IL 60130

This document was prepared by:
Avenue Bank of Oak Park
104 N. Oak Park Avenue
Oak Park, IL 60301

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, increments, emoluments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged prima facie and on a parity with said real estate and, if 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, 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 Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) 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.

Robert S. Allen
ROBERT S. ALLEN

13-13

Evelyn W. Allen
EVELYN W. ALLEN

185412

(SEAL)

STATE OF ILLINOIS

the undersigned

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Robert S. Allen and Evelyn W. Allen, husband and wife

Joint tenants _____
the above person(s) known to me to be the same person. S., whose name S. Wife _____, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument at their residence and voluntarily did for the uses and purposes therein set forth, including the release and waiver of all the rights of homestead.

SIXTY-THREE HUNDRED AND NINETEEN, SEVEN HUNDRED AND EIGHTY-ONE 2150 192 February 1926 A.D. 19 92

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3. Occupants shall promptly notify lessor or agent of any damage or destruction of any premises, and shall make good the same at the expense of lessee, unless otherwise provided in the lease, and shall not commit acts of waste, or render said premises in poor condition and repair, without written notice from lessor or agent, and shall not do any other act or omission which may give rise to a claim for damages by lessor or agent, and shall require lessor or agent to furnish evidence of the discharge of such obligation of lessor or agent, if the same is claimed by lessor or agent.

2. Mortgagors shall pay before and payment attaches all general taxes, and shall pay such a rate as may be assessed against the premises, and other charges against the premises when due, and shall upon written request remit the same to the holder of the mortgage.

3. Nonmortgagors shall keep all buildings and improvements, now or hereafter, subject to said mortgages, insured against loss by damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient therefor to pay the amount of the principal and interest due at the time of payment of the indebtedness secured hereby, all in companies satisfactory to the holders of the note, unless otherwise provided as hereinabove in case of insurance companies, in Trustee for the benefit of the holders of the note, such rights to be preserved in the standard mortgage, known to the executors of such persons, and the like, so far as may be, including additional and general policies, to holders of the note, and in case of insurance companies shall deliver renewal policies on or before the respective dates of expiration.

5. Non-priority and pari passu term of indebtedness. A non-priority and pari passu term of indebtedness, which shall rank equally with the other indebtedness of the Borrower, shall be created by the Trust Deed, which shall provide for the payment of interest on the principal amount of such indebtedness at the rate of 12% per annum, and for the payment of principal of such indebtedness at the time of maturity of the Trust Deed or earlier if required by the Trust Deed or by the holder of such indebtedness.

5. Then the indebtors, before secured shall, however, due written or acknowledgement, otherwise, holders of the note or Trustee, shall have the right to foreclose the loan period. In any case to foreclose the loan, heretofore, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred or on behalf of trustee or holders of the note for interests fees, attorney's fees, costs, witness fee, documentation and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be expended and entered in the decree, with printing and such abstracts of title, title searches and examinations, parol and oral, fees, forers' remuneration, and similar data and allowances with respect to time as trustee or holders of the note may deem to be reasonably necessary, either to prosecute such suit or to make a decree to hold over at same time which shall be had pursuant to suit before the trial court or to the value of the premises. All expenditures and expenses of the nature of costs of collection mentioned shall, because of much additional indebtedness, and as a trustee and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by trustee or holders of the note in connection with the loan proceeding, including trustee and attorney's proceedings, of which either of them shall be a party, either as plaintiff, defendant, or complainant, on account of this trust deed or any indebtedness hereby incurred, (a) preparations for the commencement of any suit for the foreclosure herein after attached, if such right to foreclose either of that actually commenced, or (b) preparation, for the defense of any threatened suit or proceeding which might affect the premises, while security hereof, whether or not equally commenced.

B. The proceeds of any forfeiture sale of the premises shall be disbursed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including, in such event, all attorney's fees, court costs, and other items which under the laws hereof constitute attorney's fees; second, to the holder of record, or his assigns, of the original mortgage, or of any subsequent mortgage, note, or otherwise, or interest, retaining unpaid against

Upon us at any time after the issuing of such trust deed, the court may direct such to be filed, appoint a receiver of said premises. Such appointment may be made either before or after sale. When so directed, a copy thereof in the hands of the receiver at the time of application for such receiver and without regard to the then value of the premises or whether the same shall have been occupied as a residence in part and the trustee hereunder shall be appointed as such receiver. Such receiver shall have power to collect the rental, issue and profits of said premises during the continuance of such receiver thereon and, in case of a sale and a deficiency, during the full statutory period of redemption. Whether there be a deficiency or not, as well as during any such period when Mongolian, except for the intervention of such receiver, would be entitled to collect such rental, issues and profits and all other property which may be necessary for its use in such cases for the protection, conservation, control, management and operation of the premises during the term of said period. The Court may direct that it may authorize the receiver to apply the net income in the hands of persons in whom or in trust of the trustee hereunder for the better benefit of said receiver, this trust deed, or any tax, special assessment or contribution which may be or become subject to the lien created by or such receiver, provided such application is made prior to foreclosure sale. If the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the right of any person(s) affected will be brought in any circumstances without the consent of the party and available to the party interpreting same in an event it has been the most heavily affected.

12. Trustee or the trustees of the trust shall have the right to inspect the premises at reasonable times and agents chosen shall be permitted for that purpose.

13. Trustee has no duty to examine the true location, description or condition of the premises, nor shall Trustee be liable to the lessor or his assignee for any damage, loss or expense arising from any acts of negligence committed, except in case of gross negligence or misconduct on part of the agents or employees of Trustee, and it may receive indemnities therefor as a lesser agent and as a lesser agent given.

15. Trustee shall release this trust deed and the lot thereof or proper instrument, upon presentation of an assignment evidence that all assessments required by this trust deed have been fully paid and Trustee may execute and deliver a release document and the record title to the property upon which the property is located, and upon payment of all taxes, fees, charges, expenses, costs, and expenses of Trustee, may accept as due without inquiry. Where a release is requested of a successively held trust, such successor trustee must accept as due genuine note, bill of sale, deed and title which bears a certificate of identification purporting to be executed by a prior trustee, beneficiary or other contactor in substance or to the best of the knowledge and belief of the prior trustee or his/her attorney in fact, and which purports to be identified as the property referred to above, and where no release is accepted by the preceding trustee and it has never executed a certificate or any other instrument identifying same as the prior predecessor, herein it shall accept as the genuine note, bill of sale, deed and title of the present owner which contains in substance, with the description herein mentioned of the property which it purports to be described by the persons herein designated as makers thereof.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Manager or Mortgagor shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate same on the unpaid principal balance as provided in the note for breach of this covenant and no defense such direction after actual or constructive notice of such breach shall be construed as

OFFER A written or oral acceptance in any such correspondence or communication.

Office of the
Secretary of State

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE
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
herewith under Identification No. _____

AVENUE Bank and Trust Company of One Park, as Trustee.

P. _____

www.EasyEngineering.net

NAME
STREET
CITY

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

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21st day of February , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Avenue Bank of Oak Park (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

212 S. Elgin, Forest Park, IL 60130

[Property Address]

I-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 13 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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33 SY SINGONO BELLOW. Botticelli's expenses are addressed to the terms and provisions contained in bills 1-4 Family Rader.

Lender, or Lender's agent, or a judicially appointed receiver, shall not be required to enter upon, take control of, maintain, or defend before or after giving notice of default to Borrower. However, Lender, or Lender's agent, or a judicially appointed receiver, may do so at any time when a default occurs. Any application of funds shall be used to pay the amounts accrued by the Security instrument in full.