

UNOFFICIAL COPY

TRUST DEED

32152148

THIS INSTRUMENT WAS PREPARED BY:
MICHAEL E. MAYOS, SUBURBAN BANK
348 SOUTH CAK PARK AVENUE
OAK PARK, ILLINOIS 60304

THE ABOVE SPACE FOR RECORDERS USE ONLY

32152148

THIS INDENTURE, made FEBRUARY 29, 1992, between

BRIDGEVIEW BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 5, 1990 AND KNOWN AS TRUST NUMBER 1-1933

herein referred to as "Mortgagors," and
SUBURBAN TRUST AND SAVINGS BANK.

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FORTY THOUSAND & 00/100 (\$40,000.00)-----Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEAKER~~ SUBURBAN TRUST AND SAVINGS BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from FEBRUARY 29, 1992 on the balance of principal remaining from time to time unpaid at the rate of

P+2½ per cent per annum in instalments as follows:

NINE HUNDRED AND 00/100 (\$900.00)-----

Dollars on the 10TH day of APRIL 1992 and NINE HUNDRED & 00/100 (\$900.00)-----

Dollars on the 10TH 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 10TH day of MARCH 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 ~~14 1/2%~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in COOK 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 SUBURBAN TRUST & SAVINGS BANK in said City.

NOW, THEREFORE the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged 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 situated lying and being in the OAK PARK COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 137 IN ELMORE'S HICKORY HEIGHTS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2 TOWNSHIP 37 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 23-02-415-011-0000

PROPERTY ADDRESS: 9402 SOUTH 81ST STREET, HICKORY HILLS, ILLINOIS 60457

g SO
10

THIS MORTGAGE IS A JUNIOR MORTGAGE

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

TOGETHER with all improvements, tenements, easements, houses, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during a such time as Mortgagors may be entitled thereto, which are pledged primarily and secondarily with said real estate and not separately, and all personal equipment, furniture, fixtures, or chattels thereon or therefor used to support, heat, cool, and light, water, gas, power, refrigeration, telephone, television, electric, continental, and domestic, including without restricting the foregoing, between window shades, storm doors and windows, floor coverings, indoor beds, armoires, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether personal or attached thereto or not, and it is agreed that all such personal equipment or articles heretofore 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.

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, IL, 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 BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, IL, 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 part of the said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, IL, 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, to be expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the last Party and its successors and said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, IL, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing 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, BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, IL, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed and attested by its Secretary, the day and year first above written.

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, At Trustee as aforesaid and not personally. 1-1933

STATE OF ILLINOIS SS
COUNTY OF COOK

By Anthony H. Achter VICE-PRESIDENT
Attest David J. Atepeter SECRETARY

the undersigned

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Witsey H. Achter and David J. Atepeter, President of the BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, and

Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President, and 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 said Secretary, as custodian of the official seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's own

"OFFICIAL" seal of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's own

NOTARY PUBLIC STATE OF ILLINOIS
LIDIA MARIE Lee and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein

MY COMMISSION EXPIRES 3/1/1992 under my hand and Notarial Seal this 3rd day of March 1992

UNOFFICIAL COPY

HICKORY HILLS, ILLINOIS 60457

9402 SOUTH 81ST STREET

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

NO. 427

CITY

LOCK BOX

NAME

I M P O R T A N T

The instrument has been submitted to the Union Trust Deed has been deposited
herein under instrument No. _____.

THE PROTECTIONS OF HIGH THE BORROWER AND LENDER
SHED BY THIS TRUSTEE NAMED HERBIS SHOULD BE IDENTI-
CAL WITH THOSE SECURED BY THIS TRUST DEED SHOULD THE TRUST DEED
BE HELD FOR RECORD

Property of
Owen
Solicitors

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED.

UNOFFICIAL COPY

Dollars on the	JOTH	day of	APRIL	1992	and NINE HUNDRED & 00/100 (\$900.00) ----
Dollars on the	16 th	day of each	MONT	1997	hereinafter until said note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due on the 10TH day of MARCH 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 instrument unless paid when due at such bank or trust company in COOK Illinois, as the holders of the note may from time to time, in writing appoint and in acts of such appointment, then at the office of SUBLIBAN TRUST & SAVINGS BANK in said City.					
Now THESE BEGINS WITH THE MARKS IN WITNESS WHEREOF, the parties have signed and sealed this instrument this twenty-third day of April in the year of our Lord一千九百九二年，并立此据。					
W. A. SK					

BRITISH COLUMBIA BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 5,
1990 AND KNOWN AS TRUST NUMBER 1-1933

THE AMERICAN SPANISH-WORD DICTIONARY CASE STUDY

MARK, ILLINOIS 3334
828-SCOTT CIRK PARK AVENUE
MICHIGAN 49455 USA

TRUST DEED 92152148 1992 NOV 21

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I, THE REVERSE SIDE OF THIS TRUST DEED.

4. Mortgagors shall at all times remain obligated to rebuild and maintain the premises herein referred to in the manner which may become demanded or required by the law, to keep said premises in good condition and repair without waste and from common mechanics' or materialmen's liens for rent, labor, materials and supplies, and to pay all taxes which may be accrued by reason of the premises superior to the tenement and to furnish satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note. 5. Complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. 6. Comply with all requirements of law or municipal ordnances in respect to the premises and the use thereof. 7. Make no material alterations in said premises except as required by law or municipal ordinance.

8. Mortgagors shall pay before any attorney 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 to prevent default hereunder. Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may be liable to contest.

9. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or other causes under policies of insurance in amounts equal to the estimated value of the same, and shall furnish to the holders of the note, under insurance policies payable in case of loss, a copy of the保单 for the benefit of the holders of the note. Such保单 is to be evidenced by a standard mortgage clause to be attached to each policy, and shall contain a provision for 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.

10. 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 said encumbrance, if any, and may, and shall, exercise all rights of setoff,抵扣, or settle any tax, rent or other prior lien or title or claim thereof, or redeem from the last sale or forfeiture affecting said premises or connect any tax, rent or other claim or assessment. All monies so paid by any of the persons herein authorized and all expenses paid or incurred in connection therewith, including attorney fees and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the like, hereinafter reasonably compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be in addition to indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Interest of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

11. 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 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.

12. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything contained in the note or in this Trust Deed to the contrary, become due and payable in full immediately in the case of default in making payment of any interest, 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.

13. 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 herein and suit to foreclose the lien herein, 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 attorney fees, Trustee's fees, appraisal fees, costs, outlays for supplementary and paper evidence, stenographers' charges, publication costs and costs, which may be estimated as to items not yet incurred and ascertained by the decree of proceeding, & 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 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 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.

14. 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.

15. 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 Mortgagors at the time of application for such receiver 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 sole and a 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 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 any sum or in whole or in part of it. 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; & the deficiency in case of a sale and deficiency.

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

17. 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.

18. 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 wilful 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.

19. Trustee shall release this trust deed and the lien thereon 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 ever executed a certificate on any instrument identifying some as the note described herein, 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.

20. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Title 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.

21. 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 wife, Mortgagor, when used hereinafter, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof whether or not such persons may have executed the note of this Trust Deed.

IMPORTANT

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

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

SUBURBAN TRUST AND SAVINGS BANK, as Trustee

by *Marilyn M. Jones*
Vice-President

D NAME _____
E _____
L STREET _____
I _____
V CITY _____
E _____
R _____
Y INSTRUCTIONS _____

LOCK BOX
No. 427
OR

RECORDERS OFFICE BOX NUMBER _____

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

9402 SOUTH 81ST STREET

HICKORY HILLS, ILLINOIS 60457