

1 of 2 UNOFFICIAL COPY 2 3 6 1 7 0
This Indenture, Made May 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 09/01/1977 and known as trust number 1095 herein referred to as "First Party," and

FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS

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 Eighty Thousand Dollars and No/100

(\$80,000.00) 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

10.50% per cent per annum in 60 instalments

as follows: Eight Hundred Eighty Four and 32/100 (\$884.32) DOLLARS

on the 1st day of June 1992 and Eight Hundred Eighty Four and 32/100 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 May

19 97 . 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, PALOS HILLS,

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, demise, 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:

Lot Three in Frank De Lugach's 103rd Street Manor, being a Subdivision of the South East Quarter of the South East Quarter of Section 11, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

10140 Roberts Road, Palos Hills, IL 60465

PIN # 23-11-408-010

COOK COUNTY, ILLINOIS

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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

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TRUST DEED

STANDARD BANK AND TRUST COMPANY

TO

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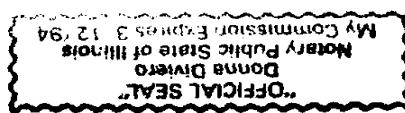
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The Instalment Note mentioned in the within
Trust Deed has been identified herewith under
Identification No. _____

STANDARD BANK AND TRUST COMPANY
OR HICKORY-HILLS
7800 West 95th Street
Hickory Hills, IL

Mail to:
1st State Bank of Tulsa
10360 S. Roberts
Doris Miller

52361378



Notary Public

May 2008

GIVEN under my hand and notarized this 18th
of April, 1950, before me personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument 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 set forth in the instrument and purposes therein set forth; and the said
Bank did before me sign and acknowledge 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 set forth in the instrument and purposes therein set forth; and the said
Bank is a free and voluntary act of said Bank to said instrument as set forth.

of the Standard Bank and Trust Company of Hilo, and Britain Gramatco

1. I, the undersigned,
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
Bridgette W., Scambara

COUNTY OF COOK
STATE OF ILLINOIS

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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.

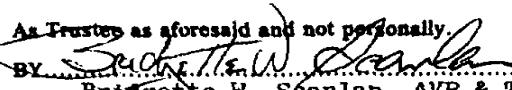
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THIS TRUST DEED is executed by the STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said STANDARD BANK AND TRUST 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 
Brianne Granato, A.T.O.

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5. The proceeds of any forcible sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses shall be distributed; second, all other items which are mentioned in the preceding paragraph hereof; third, all interests in the premises heretofore constituted secured indebtedness unpaid to the enterprise by the note, with interest thereon at the rate of six percent per annum from the date of 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 notes and without notice to us, 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 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.

2. The Trustee or the holders of the notes hereby authorizes any payee to resell any unpaid principal amount of any note held by him/her in accordance with the terms of such note.

1. Until the indebtedness accrued shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair; (3) pay when due any indebtedness which may be secured by a lien or charges all attachable material alterations in said premises except as required by law of municipality ordinance; (4) comply with all requirements of law of municipality ordinances within a reasonable time any building or premises now or at any time in process of erection or to holders of the note; (5) comply with all requirements of law of municipality ordinances within a reasonable time any building or premises now or at any time in process of erection upon said premises; (6) retain from said premises in said premises except as required by law of municipality ordinance; (7) 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 holders of the note duplicates receipts for items making up the note; (8) pay in full all building improvements now or hereafter situated on premises insured against loss of fire, rent, under insurance payable in case of damage, all in compensation satisfaction to the holders of the note, under insurance by the standard mortgagor in the same as to pay in full the indebtedness secured hereby, all such rights to renew, under insurance to the standard mortgagor clause to be attached to each policy; and to deliver all policies, including additional and be evidenced by the standard mortgagor in the same as to pay in full the indebtedness secured hereby, all such rights to renew, under insurance payable in case of damage, all in compensation satisfaction to the holders of the note, under insurance by the standard mortgagor in the same as to pay in full the indebtedness secured hereby, all such rights to renew, under insurance to the standard mortgagor clause to be attached to each policy; and to deliver all policies, including additional and principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or assessment or charge of claim or interest on prior encumbrances, if any, and pay any expenses paid or incurred in connection therewith, including attorney's fees, and any other money so expended by the trustee or the holders of the note to protect the mortgagee and the lien holder, plus reasonable indemnities secured hereby and all expenses which action herein authorized may be taken, shall be so much recompensed as to make the note payable without notice and the lien released, plus the rate of eight percent per annum. Lascion of trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

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.