

UNOFFICIAL COPY

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TRUST DEED (ILLINOIS)
For Use With Note Form 1440
(Monthly Payments Including Interest)

93008538

CAUTION: Consult a lawyer before using or giving under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any liability of merchantability or fitness for a particular purpose.

THIS INDENTURE, made December 5, 1992,
between NBD Trust Co., AS Trustee, U/T/A Dated 06/24/87
and Known as Trust 932867 and
Not Personally,

herein referred to as "Mortgagor," and MAYWOOD-PROVISO STATE BANK,
An Illinois Banking Corporation,

411 W. Madison Street, Maywood, IL 60153
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, to-wit: "Installment Note," of even date herewith, executed by Mortgagors, made payable to Maywood-Proviso State Bank and delivered, in and by which said Mortgagors promise to pay the principal sum of Seventeen Thousand Five Hundred Ninety-Five

Dollars, and interest from December 5, 1992 on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum, such principal sum and interest to be payable in installments as follows: Four Hundred Seventeen and 47/100ths

Dollars on the 5th day of JANUARY, 1993, and Four Hundred Seventeen and 47/100ths Dollars on the 5th 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 5th day of July, 1993.

All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 14.00 per cent per annum, and all such payments being made payable at 411 W. Madison Street, Maywood, IL 60153 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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 Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

**The South 1/2 of the North 1/2 of Lot 7 in Block in Frederick A. Bartlett's
Wentworth Avenue & 95th Subdivision in the South East 1/4 of Section 4,
Township 37 North, Range 14, East of the Third Principal Meridian, in Cook
County, Illinois.**

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

Permanent Real Estate Index Number(s): 25-04-408-034-0000

Address(es) of Real Estate: 9341 South Wentworth Avenue, Chicago, IL 60620-1428

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, insofar beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: NBD Trust Co., AS Trustee, U/T/A Dated 06/24/87 and Known as Trust 932867 and Not Personally.

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

**NBD TRUST CO., AS TRUSTEE, U/T/A DATED
06/24/87 AND KNOWN AS TRUST 932867**

DEPT-01 RECORDINGS 927.00
T00000 TRAM T004 02/06/93 10:47:00
WILEY & SONS
COOK COUNTY RECORDER

The Above Space For Recorder's Use Only

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CAUTION: Consult a lawyer before using an official form. No person is to be held liable for the use of this form. Make any changes with respect thereto, including any necessary corrections, before using.

THIS INDENTURE, made December 5, 1992
between NED Trust Co., as Trustee, V/T/A Dated 06/24/87 and Known as Trust #323867 and
Not Personally,

(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and MAYWOOD-FRIVISO STATE BANK,

An Illinois Banking Corporation,
411 W. Madison Street, Maywood, IL 60153
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Maywood-Friviso State Bank and delivered, in and by which said Mortgagors promise to pay the principal sum of Seventeen Thousand Five Hundred Ninety-7 Dollars, and interest from December 5, 1992 on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum, such principal sum and interest to be payable in installments as follows: Four Hundred Seventeen and 47/100ths Dollars on the 5th day of January, 1993, and Four Hundred Seventeen and 47/100ths Dollars on the 5th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not earlier paid, shall be due on the 5th day of July, 1993; such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the rate for payments thereof, at the rate of 14.00 per cent per annum, and all such payments being made payable at All W. Madison Street, Maywood, IL 60153 or at such other place as the legal holder of the note may, from time to time, in writing appoint, with a note further providing that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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 Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 1/2 of the North 1/2 of Lot 7 in Block in Frederick H. Bartlett's Wentworth Avenue & 95th Subdivision in the South East 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

Perpetual Real Estate Index Number(s): 25-04-408-034-0000

Address(es) of Real Estate: 9341 South Wentworth Avenue, Chicago, IL 60620-1428

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used in supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), an ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inside beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive. NED Trust Co., as Trustee, V/T/A Dated 06/24/87 and Known as Trust #323867 and Not Personally
The name of a record owner is: #323867

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 hereby are made a part hereof the same as though they were set out in full and shall be binding on Mortgagors, their successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

SEPT-01 RECORDINGS 327.0
180000 TRAM 7844 01/06/93 10:47:40
67624 * 0-73-000000
COOK COUNTY RECORDER

The Above Space For Recorder's Use Only

Seventeen Thousand Five Hundred Ninety-7
Four Hundred Seventeen and 47/100ths

Four Hundred Seventeen and 47/100ths

14.00 per cent per annum

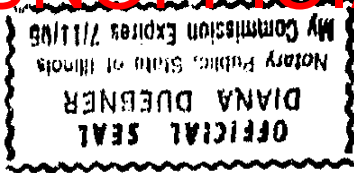
All W. Madison Street, Maywood, IL 60153

Office

NED TRUST CO., AS TRUSTEE, V/T/A DATED
06/24/87 AND KNOWN AS TRUST #323867
(Seal) AND NOT PERSONALLY (Seal)

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Notary Public
Diana DuBerner
A.D. 1992

Given under my hand and notarial seal this 11th day of December, A.D. 1992
Diana DuBerner, Notary Public
and Assistant Vice-President/Trust Officer of NBD TRUST COMPANY OF ILLINOIS

STATE OF ILLINOIS
COUNTY OF COOK

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid
By: [Signature] Assistant Vice-President/Trust Officer
[Signature] Assistant Vice-President/Assistant Secretary

IN WITNESS WHEREOF, NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President/Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President/Assistant Secretary, the day and year first above written.

In the event of any conflict between the provisions of the exculpatory rider and the provisions of the document to which it is attached, the provisions of the rider shall govern.

It is also expressly understood and agreed by every person, firm or corporation signing any instrument under the document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, obligation or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury including wrongful death or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of local, state, federal or other laws, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are not stated or in any way related to such hazardous materials (including, without limitation, asbestos) and environmental fees, investigation and laboratory fees, court costs, and litigation expenses.

IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE EXCULPATORY RIDER AND THE PROVISIONS OF THE DOCUMENT TO WHICH IT IS ATTACHED, THE PROVISIONS OF THE RIDER SHALL GOVERN.
IT IS ALSO EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PERSON, FIRM OR CORPORATION SIGNING ANY INSTRUMENT UNDER THE DOCUMENT THAT NBD TRUST COMPANY OF ILLINOIS SHALL HAVE NO LIABILITY, OBLIGATION OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY RELATED TO, (I) THE PRESENCE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS ON, OVER, UNDER, FROM OR AFFECTING THE PROPERTY, SOIL, WATER, VEGETATION, BUILDING, PERSONAL PROPERTY, PERSONS OR ANIMALS THEREOF; (II) ANY PERSONAL INJURY INCLUDING WRONGFUL DEATH OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO SUCH HAZARDOUS MATERIALS; (III) ANY LAWSUIT BROUGHT OR THREATENED, SETTLEMENT REACHED OR GOVERNMENT ORDER RELATING TO SUCH HAZARDOUS MATERIALS; AND/OR (IV) ANY VIOLATION OF LOCAL, STATE, FEDERAL OR OTHER LAWS, REGULATIONS, REQUIREMENTS OR DEMANDS OF GOVERNMENT AUTHORITIES, OR ANY POLICIES OR REQUIREMENTS OF THE TRUSTEE WHICH ARE NOT STATED OR IN ANY WAY RELATED TO SUCH HAZARDOUS MATERIALS (INCLUDING, WITHOUT LIMITATION, ASBESTOS) AND ENVIRONMENTAL FEES, INVESTIGATION AND LABORATORY FEES, COURT COSTS, AND LITIGATION EXPENSES.

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TRUST DEED (ILLINOIS)
For Use With Note Form 1448 **93008538**
(Monthly Payments Including Interest)

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THIS INDENTURE, made December 5, 19 92
between NBD Trust Co., AS Trustee, U/T/A Dated 06/24/87 and Known As Trust #52386T and
Not Personally,

(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and HAYWOOD-PROVISO STATE BANK,
An Illinois Banking Corporation,
411 W. Madison Street, Maywood, IL 60153
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Maywood-Proviso State Bank and delivered, in and by which note Mortgagors promise to pay the principal sum of Seventeen Thousand Five Hundred Ninety-Five and No/100ths Dollars, and interest from December 5, 1992 on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum, such principal and interest to be payable in installments as follows: Four Hundred Seventeen and 47/100ths Dollars on the 5th day of JANUARY, 1993, and Four Hundred Seventeen and 47/100ths Dollars on the 5th 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 5th day of July, 1994. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 14.00 per cent per annum, and all such payments being made payable at All W. Madison Street, Maywood, IL 60153 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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 Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

The South 1/2 of the North 1/2 of Lot 7 in Block in Frederick H. Bartlett's
Wentworth Avenue & 95th Subdivision in the South East 1/4 of Section 4,
Township 37 North, Range 14, East of the Third Principal Meridian, in Cook
County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises."
Permanent Real Estate Index Number(s): 25-04-408-034-0000
Address(es) of Real Estate: 9341 South Wentworth Avenue, Chicago, IL 60620-1428

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, radiator beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes set 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 Mortgagors do hereby expressly release and waive.
The name of a recent owner is: NBD Trust Co., AS Trustee, U/T/A Dated 06/24/87 and Known as Trust #52386T and Not Personally

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 hereby are made a part hereof the same as though they were set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.
Witness the hands and seals of Mortgagors the day and year first above written. 06/24/87 AND KNOWN AS TRUST #52386T
(Seal) AND NOT PERSONALLY (Seal)

State of Illinois, County of Cook
I, the undersigned, a Notary Public in and for said County
In the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 5th day of December, 19 92
Commission expires _____

This instrument was prepared by Harold Maroncelli, 411 W. Madison Street, Maywood, IL 60153 Notary Public
(NAME AND ADDRESS)

Mall this instrument to HAYWOOD-PROVISO STATE BANK 411 W. MADISON STREET
MAYWOOD IL 60153
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 3

DEPT-01 RECORDING \$27.00
TR0000 TRAN 7504 01/04/93 10:47:00
#7454 # * -93 -00538
COOK COUNTY RECORDER

The Above Space For Recorder's Use Only

93008538

