

UNOFFICIAL COPY 94245161

This Indenture, Made March 7, 1994 between RIVER FOREST STATE BANK 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 Bank in pursuance of a Trust Agreement dated October 17, 1985, and known as trust number 3130 herein referred to as "First Party," and ARTHUR C. JAROS, SR.

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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 One Hundred Forty Three Thousand and no/100ths Dollars, (\$143,000.00)

made payable to BEARER 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 eight (8) per cent per annum in instalment as follows: One Thousand One Hundred Ninety Six and 13/100ths Dollars or more on the 1st day of April 1994 and One Thousand One Hundred Ninety Six & 13/100 Dollars 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 first

day of March 1999. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid 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 the Town of Cicero 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 Jaros Agency & Loan Company.

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 situate, lying and being in the Villages of Oak Park

County of Cook and State of Illinois, to wit: Lots 5, 6, 7 and 8 in Walter S. Dray's Third Addition to Oak Park, a Subdivision of Lots 1, 2, 3 and 4 of Shippon's Addition to Oak Park being a Subdivision of Lots 1, 2, 3 and 4 of William McGrew's Subdivision of Lot 7 in B. F. Jervis Subdivision of Section 18, Township 39 North, Range 13 (except the West 1/4 of the South West 1/4 thereof) in Section 18, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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 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, inador 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

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Box \_\_\_\_\_

# TRUST DEED

RIVER FOREST STATE BANK  
AND TRUST COMPANY

as Trustee  
To

Arthur G. Jaros, Sr.

Trustee

PROPERTY ADDRESS

900 - 910 So. Oak Park Avenue

Oak Park, Illinois

MAIL TO

Arthur G. Jaros, Sr.

5823 N. Roosevelt Road

Chicago, Illinois 60650.

RIVER FOREST STATE BANK  
AND TRUST COMPANY

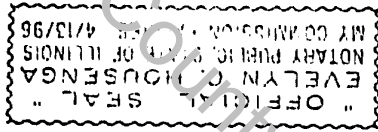
River Forest, Illinois

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The Instalment Note mentioned in the within  
Trust Deed has been identified herewith under  
Identification No. 1135.

*Arthur G. Jaros, Sr.*  
Trustee

**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.



*Evelyn C. Housenga*  
Notary Public

day of March A.D. 19 94  
GIVEN under my hand and notarial seal, this 11th

of said Bank, who are personally known to me to be the same persons whose names  
are subscribed to the foregoing instrument as such ~~CONTROLLER~~ and ~~ASST. CONTROLLER~~  
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 the said ~~ASST. CONTROLLER~~ and there acknowledged that SHE  
a custodian of the corporate seal of said Bank, did affix the corporate seal of said  
Bank to said instrument as HER own free and voluntary act and as the free and vol-  
untary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set  
forth.

I, EVELYN C. HOUSENGA  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY, that MICHELLE PERRY, CONTROLLER  
XXXXXXXXXX of the RIVER FOREST STATE BANK and TRUST COMPANY, and  
JANET L. SHAEFER, ASSISTANT CONTROLLER  
XXXXXXXXXX

STATE OF ILLINOIS }  
COUNTY OF COOK } 89

BOX 333

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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 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.

THIS TRUST DEED is executed by the River Forest State Bank and Trust Company, 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 River Forest State Bank and Trust Company, 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 of the said First Party or on said River Forest State Bank 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 said River Forest State Bank 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 or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, RIVER FOREST STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its **ASSISTANT CONTROLLER** and its corporate seal to be hereunto affixed and attested by its **SECRETARY**, the day and year first above

**RIVER FOREST STATE BANK AND TRUST COMPANY**

*Michelle Bue*  
**ASSISTANT CONTROLLER**  
*Janet Shaffer*  
**SECRETARY**

Permanent Real Estate Tax Index Number - 16-18-403-001-0000.  
Address of Property - 900-910 So. Oak Park Avenue, Oak Park, Illinois.  
This Instrument was prepared by Arthur G. Jaros, Sr. - 5823 W. Roosevelt Road, Cicero, Ill.

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