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policies not less than ten days prior to the expiration date of the term of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, if needed, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction 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.

2. The Trustee or the holders of 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.

3. At the option of the holders of the note and without notice to First 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 (a) immediately in the case of default in making payment of any installment 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.

4. 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 hereof. In any suit to foreclose the lien hereof, 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title 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 to 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) 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) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 First Party, its legal representatives or assigns, as their rights may appear.

6. 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 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 interest 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: (a) 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, (b) 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 an identification number purporting to be placed thereon 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 never placed its identification number on 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 by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Register 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.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THIS TRUST DEED is executed by the Glenview State Bank, 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 Glenview State Bank 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 Glenview State Bank 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, as 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 Glenview State Bank, 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, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

Glenview State Bank Trust Officer as aforesaid and not personally,

By Maryann Miller ASSISTANT VICE-PRESIDENT

Attest Alice Hansew ASSISTANT SECRETARY TRUST OFFICER

Corporate Seal

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the Glenview State Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the use and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that she is the Secretary and custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the use and purpose therein set forth.

OFFICIAL SEAL
ANGELA S. JOHNSON
Notary Public, State of Illinois
My Commission Expires 6/11/96

Date March 18, 1994
Angela Johnson
Notary Public

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

The Instalment Note mentioned in the within Trust Deed has been identified hereunto by Identification No. 778827
Dorex Sudner TRUSTEE

RIDER TO TRUST DEED

DATED MARCH 12, 1994

made by

^{42 Oct}
GLENVIEW STATE BANK as TRUSTEE UNDER TRUST AGREEMENT
DATED MARCH 20, 1990, AND KNOWN AS TRUST NUMBER 3912, First Party

R-1. In the event of (i) the sale, conveyance, or transfer of the premises, or any part thereof, or any interest therein, (ii) the execution of Articles of Agreement for conveyance of title to the premises, (iii) the grant of a leasehold interest containing an option to purchase the premises, or (iv) the change in ownership of the beneficial interest in a trust, in circumstances where title to the premises is vested in a trustee of such trust, without the prior written consent of the Holders of the note secured by this trust deed, the Holders shall have the right at their option to declare the full principal balance hereof to be immediately due and payable.

R-2. In the event any payment due under the note secured by this trust deed is received by the Holder of the Note on or after the 15th day of the month there shall also be due as a late charge without further notice to First Party as additional interest hereunder an amount equal to 5% of the delinquent payment and such late charge shall be assessed thereafter during each month said payment is not made on or before the 15th day of that month.

R-3. First Party shall have the right to prepay all or any portion of the principal of the Note secured by this trust deed at time to time with no penalty.

R-4. In addition to the monthly payments of principal and interest due hereunder, each month First Party shall deposit with the Holder along with the monthly payment an amount equal to 1/12 of the estimated annual real estate taxes on the premises which amount shall be retained in an interest bearing account (the "Tax Escrow") for the benefit of First Party. Real estate taxes shall be paid from the Tax Escrow, provided however, if at any time there is insufficient funds in the Tax Escrow to pay the taxes next coming due, First Party shall, within 10 days following written notice thereof, deposit the amount of such deficiency with the holder.

R-5 First Party hereby grants a security interest in and to all right, title and interest of First Party in and to all tangible personal property, and any replacements thereof (herein called the "Collateral"), owned by First Party and now or at any time hereafter located in, on or at the premises, including but not limited to all furniture, furnishings and equipment furnished by First Party to tenants of the premises; all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems, electronic monitoring equipment and devices; all lobby and other indoor and outdoor furniture; all rugs, carpets and other floor coverings, drapery rods and brackets, awnings, window shades, venetian blinds and curtains; all lamps, chandeliers and other lighting fixtures; all kitchen equipment, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units; and all laundry equipment, including washers and dryers.

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First Party hereby gives the holder of the note secured by this trust deed (the "Secured Party" herein) authority to sell, assign, lease or otherwise dispose of the Collateral, or any part thereof, in the event of Default (as hereinafter defined) in the payment of any of the obligations hereunder or in the event said collateral depreciates in value, at public or private sale, provided the Secured Party shall give First Party at least five (5) business days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made except that no time or place need be specified if the Collateral is of a type customarily sold on a recognized market. The Secured Party may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market or is a type which is the subject of widely distributed standard price quotations, he may buy at

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private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of holding, preparing for sale, selling or like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied to the payment of the liabilities and obligations hereunder. The Secured Party will account to First Party for any surplus realized on such disposition and First Party shall remain liable for any deficiency, which First Party promises to pay forthwith. The Secured Party in possession may, after default, propose to retain the Collateral in satisfaction of the liabilities and obligations hereunder, as provided under the Uniform Commercial Code of Illinois.

R-6. The occurrence of any of the following events or conditions shall, at the option of the Secured Party and without notice or demand on First Party constitute an event of default (each of which is hereinafter called an "Event of Default") hereunder:

- A.** Failure in the payment or performance when due of any of the Obligations secured hereby after expiration of any applicable cure or grace period;
- B.** Failure of the First Party pay when due any amount required by First Party to be paid hereunder within 10 days following delivery of written notice thereof,;
- C.** Failure of First Party to perform any non-monetary promise or agreement made by First Party herein with 30 days after written notice thereof;
- D.** The default under any of the terms or conditions contained in any other security agreement or other instrument, whether now or hereafter existing, securing this Note secured by this Trust Deed.

This document is signed by Glenview State Bank not individually but solely as Trustee under certain Trust Agreement Agreement No. 3912 Trust No. 3912. The signature of the Trustee is hereby made a part hereof and the signature of the Trustee shall not result from the signature of the Trustee. The signature of the Trustee shall not result from the signature of the Trustee. The signature of the Trustee shall not result from the signature of the Trustee. The signature of the Trustee shall not result from the signature of the Trustee. Any and all personal liability of Glenview State Bank is hereby expressly waived by the parties hereto and their respective successors and assigns.

Glenview State Bank, not personally,
but as Trustee aforesaid

By: 
Assistant Vice President

Clerk's Office

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LEGAL DESCRIPTION BOOK 269530

PARCEL 1: THAT PART OF LOT ONE IN OAK TRAILS PLANNED UNIT DEVELOPMENT OF PART OF LOT 6 IN LEVERENZ BROTHERS SUBDIVISION AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF SAID PLANNED UNIT DEVELOPMENT HAVING BEEN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 11, 1989 AS DOCUMENT NO. 89015524, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 168.22 FEET; THENCE NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 466.75 FEET FOR A PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST, 59.33 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 50 SECONDS EAST, 48.0 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 10 SECONDS WEST 59.33 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 50 SECONDS WEST, 48.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 89600283 AND AS CREATED BY DEED MADE BY FIRST COLONIAL TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1989 AND KNOWN AS TRUST NO. 3309, TO GLENVIEW STATE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 28, 1990 AND KNOWN AS TRUST NO. 3912, DATED APRIL 10, 1990 AND RECORDED APRIL 23, 1990 AS DOCUMENT NO. 90183038, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office
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