

TRUST DEED

Last Trust Mortgage

[] Rescission Form 332

[X] Mail To: The Chicago Trust Company
IL 947342
171 West, Cook
Chicago, IL 60601

96690425

96728431

DECL-01 RECORDING
12/22/96 10:21 AM 02/16/96 12:11 PM
COOK COUNTY RECORDS

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1/1/A

This trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are so repeated herein by reference and are a part hereof and shall be binding on the parties to their heirs, successors and assigns. MELROSE PARK NATIONAL TRUST, an Illinois corporation, and personally but as Trustee under the provisions of a deed of trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 2-18-80 and known as trust number 2994, herein referred to as "First Party," and THE CHICAGO TRUST COMPANY, an Illinois Corporation, doing business in Chicago, Illinois, herein referred to as TRUSTEE, witness: THAT, WHEREAS First Party has concurrently herewith assigned an installment note bearing even date herewith with "Installment Note" in the total Principal Sum of \$94,989.85 NINETY-FOUR THOUSAND NINE HUNDRED FIFTY-NINE AND 85/100

DOLLARS, made payable to THE ORDER OF OR ANY OR OTHER PARTY and delivered in and by which said Installment Note the First Party promises to pay out a portion of the trust assets subject to said Trust Agreement and heretofore specifically described, the said principal sum of \$94,989.85 (including principal and interest) as provided in said Installment Note until said Installment Note is fully paid and that the final payment of principal and interest, if not covered paid, shall be due on the 25TH day of SEPTEMBER, 1997. All such payments on account of the installment evidenced by said Installment Note to be first applied to interest on the unpaid principal balance and the remainder to principal. All of said principal and interest shall be paid at such banking house or trust company in Illinois, as holders of the note may from time to time, in writing appoint, and in the absence of such appointment, at the location designated by the legal holder of the Installment Note.

NOW THEREFORE, First Party to secure the payment of the said principal sum of \$94,989.85 and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in the consideration of one Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, quitclaim, loan and convey unto the Trustee, its successors and assigns, the following described Real Estate and all of its contents siting and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 9, AND THE SOUTH 1/2 OF LOT 10, IN CHASE'S SEWERS SUBDIVISION OF LOTS 9, 10, 11 AND 12, IN BLOCK 4 IN WILLIAMS BROTHERS SUBDIVISION OF PART OF NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF MELROSE PARK COOK COUNTY, ILLINOIS ACCORDING TO PLAT REGISTERED IN REGISTER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1432079, IN COOK COUNTY, ILLINOIS

PREPARED BY
G. TORRES
P.O. BOX 6419
VILLA PARK, IL 60181

which has the address of 1509 N 13RD AVE MELROSE PARK, IL 60160

Property Address: BEING RECORDED TO DEREG. FROM TORRENS

FIN # 15-04-205-044-0000

96690425

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11/11/96

Property of Cook County Clerk's Office

96726-31

DEPT-11 TORRENS 125.56
14013 TRAN 2597 09/24/96 13:36:00
1409 DW *-96-728431
COOK COUNTY RECORDER

10. These may assign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall here be recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

11. 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 provision of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this Trust Deed.

THIS TRUST DEED is conveyed by the First Party, 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 First Party, 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 now contained shall be construed as creating any liability on the said First Party personally to pay the said note or any part or that may accrue thereon, or any indebtedness securing 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 obtaining any right or security hereunder, and that so far as the First Party and its successors personally or co-owned, the legal holder or holders of said note and the owner or owners of any indebtedness securing 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 now provided or by action to enforce the personal liability of the grantor, if any.

AMERICANMIDWEST BANK & TRUST U/T/A dtd 2/18/80 & known as Trustee No. 2994, 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 Assistant Secretary, the day and year first above written.

AMERICANMIDWEST BANK & TRUST U/T/A dtd 2/18/80 & known as Trustee No. 2994, As Trustee as aforesaid and not personally,

Corporate Seal

STATE OF ILLINOIS

ss.

COUNTY OF COOK

[Signature] ASSISTANT VICE-PRESIDENT
BANK & TRUST, Vice President & Trust Officer
[Signature] ASSISTANT SECRETARY
Priscilla J. Pearce

I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the AMERICANMIDWEST BANK & TRUST, 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 uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused by 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 uses and purposes therein set forth.

Given under my hand and Notary Seal of the American Midwest Bank & Trust, a corporation organized under the laws of the State of Illinois, and subject to the laws of the State of Illinois, on this 18th day of February, 1980, at Chicago, Illinois, in the County of Cook, State of Illinois. My commission expires on 12/31/80. My Notary Public No. 123456789. My Notary Seal No. 123456789. My Notary Seal No. 123456789. My Notary Seal No. 123456789.

OFFICIAL SEAL
JANE R. ZAKRZEWSKI
Notary Public, State of Illinois
My Commission Expires 12/31/80
My Notary Public No. 123456789
My Notary Seal No. 123456789

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT DEBT SECURED BY THIS TRUST DEED SHOULD BE EXTENDED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE CHICAGO TRUST COMPANY, TRUSTEE

[Signature]
Assistant Vice President, Assistant Secretary

FOR RECORDER'S INDEX PURPOSES BOSTON STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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RECORDED

1015 2/18/80 257

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

TOGETHER with all improvements, tenements, accessories, 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 unit or centrally controlled), and ventilation, including (without limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, swings, 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 on the premises by First Party or its 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 terms and covenants herein set forth.

This trust deed consists of four pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

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1. Until the indebtedness hereunder shall be fully paid, and in the event of the failure of First Party, its successor, or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon requested exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, assessments, water charges, sewer service charges and other charges against the premises when due, and upon written demand, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm by a policy or policies, when the lender is required by law to have its loan so insured) under policies providing for the payment by the insurer of proceeds of mortgage sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights to be evidenced by the assignment of mortgage to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; in case of default therein then Trustee or the holder 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, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or pay any tax or assessment. All moneys paid for the purpose herein authorized and all expenses paid or incurred in connection therewith, including mortgagee's fees, and any other moneys advanced by Trustee or the holder of the note to protect the interest of said premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action is taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable upon notice and with interest thereon, at a rate set forth in the note securing this trust deed. Inaction or delay of 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.

The Trustee or the holder of the note hereby covenants 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, foreclosure, tax lien or title or claim thereof.

As the option of the holder 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, foreclosure, tax lien or title or claim thereof.

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4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 holder of the notes, or any of them, for attorney's fees, Trustee's fees, appraiser's fees, surveys for documentary and expert evidence, photographer's 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, guarantee policies, Taxation certificates, and similar data and accessories with respect to title or Trustee or holder of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to establish the validity of any title 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 highest rate recently set out forth in the notes securing this trust deed, if any, otherwise the highest rate recently set forth therein, when paid or incurred by Trustee or holder of the notes 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) preparations for the commencement of any suit for the foreclosure hereof or for exercise of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any such suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any sale or any 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, and 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any surplus to Mortgagee, their heirs, 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 said 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 the Mortgagee, and as a condition of application for such receiver, and without regard to the value of the premises or whether the same shall be sold as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, or of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and during any further time when Mortgagee, through 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, preservation, control, management, and operation of the premises during the whole of said period. The Court may direct that such receiver be authorized 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 enforcing the trust deed, or any tax, special assessment or other lien which may be or have to be prior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

7. Trustee or holder of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and to cause the same to be repaired 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 its signature or the identity capacity, or authority of the signatories on the notes or the trust deed, nor shall Trustee be obligated to record this trust deed or to endorse 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 intentional wrong of the agent or employee of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that the indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof in and to the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the original notes, 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 true the foregoing as to having described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport 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 principal notes described herein, it may accept as true the foregoing as to having described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

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