

# UNOFFICIAL COPY

## TRUST DEED

FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS

THIS INDENTURE, dated October 24th 1996, between First State Bank and Trust Company of Palos Hills, an Illinois banking 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 March 28, 1996 and known as Trust Number 1-110,

96828072

DEPT-01 RECORDING \$27.00  
T80012 TRAN 2706 10/30/96 11:03:00  
\$9505 & C65 \*--96--828072  
COOK COUNTY RECORDER

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:

Box for Recorder's Use Only

2700

THAT, WHEREAS First Party has concurrently herewith executed an Instalment Note bearing even date herewith in the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) Dollars, made payable to BEARER 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 from disbursement

on the balance of principal remaining from time to time unpaid at the rate of 8 per cent, per annum, in instalments (including principal plus interest) as follows: Nine Hundred Twenty & 09/100 Dollars (\$920.09) on the 1st day of November 1995 and Nine Hundred Twenty & 09/100 Dollars (\$920.09)

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 October 1998. 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 each instalment unless paid when due shall bear interest at the rate of 10 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

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 situated, lying and being in the COOK COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT: LOTS 20 AND 21 IN HARRON'S SUBDIVISION OF BLOCK 1 OF BRAND'S ADDITION TO CHICAGO, BEING THE EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
P. I. N. 17-20-206-035-0000  
PROPERTY ADDRESS: 1232-34 S. HALSTED STREET, CHICAGO, ILLINOIS

BOX 333-CH

which, with the property hereinafter described, as 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, indoor brds, 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.

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph 1 of Section 2-211-033 of said ordinance.

I hereby declare that the attached deed represents a transaction exempt from taxation under the Chicago Ordinance No. 2-211-033 of said ordinance.

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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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors 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 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 request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder 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 ordinances 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, special assessments, water charges, sewer service charge, and other charges against the premises when due, and upon written request to furnish to Trustee or to holder 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 building and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys 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 standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holder of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holder of the Note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not 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 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, cost and expenses, and any other moneys advanced by Trustee or the holder 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 the same rate of interest on the Note per annum. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provision of this paragraph.

2. The Trustee or the holder 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 holder 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, holder 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 holder 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 the same rate of interest on the Note per annum, when paid or incurred by Trustee or holder 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) preparations for the commencement of any suit for the foreclosure hereof at or after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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;

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said First Party or on said First State Bank and Trust Company of Palos Hills, personally, to pay the 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 assigns and said First State Bank and Trust Company of Palos Hills, personally, are concerned, the legal holder or holder 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 created, in the manner and in said note provided or by action to enforce the personal liability of the guarantor or co-makers, if any.

IN WITNESS WHEREOF, First State Bank and Trust Company of Palos Hills, 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) Trust Officer the day and year first above written.

FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS  
as Trustee as aforesaid and not personally,

By [Signature] Trust Officer  
(Assistant Vice President)

Attest [Signature] (Assistant) Trust Officer

STATE OF ILLINOIS, SS.  
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that the above named ~~Trust Officer~~ and (Assistant) Trust Officer of First State Bank and Trust Company of Palos Hills, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ and (Assistant) Trust Officer 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 voluntary act of said Bank for the uses and purposes therein set forth; and the said ~~Assistant Vice President~~ and (Assistant) Trust Officer then and there acknowledged that said (Assistant) Trust Officer, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said (Assistant) Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal \_\_\_\_\_ Date October 31, 1996

[Signature] Notary

**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.

OFFICIAL SEAL  
The Instalment Note mentioned in the  
within Trust Deed has been identified  
herewith under identification no. \_\_\_\_\_  
DANIELA M. NISZESKI  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXPIRES 5-2-98

By \_\_\_\_\_ TRUSTEE

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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 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: (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, and (b) the deficiency in case of a sale and deficiency.

7. Trustee or the holder of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the 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 signature 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 a successor trustee may accept as the 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 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 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.

11. The Holder of the Note may collect a "late charge" not to exceed \_\_\_\_\_ for each \_\_\_\_\_ for each payment more than ten (10) days in arrears, to cover the extra expense involved in handling delinquent payments.

12. First Party agrees that, in order more fully to protect the security of this trust deed, first party will deposit with the holder of the Note, on the first day of each month, beginning with first installment, one twelfth of the amount (as estimated by the holder of the Note) which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. The holder of the Note shall hold such monthly deposits in trust, without any allowance of interest, and shall use fund for the payment of such items when the same are due and payable. If at any time the fund so held by the holder of the Note is insufficient to pay any such item when the same shall become due, the holder of the Note shall advise First Party of the deficiency and First Party shall, within ten (10) days after receipt of such notice, deposit with the holder of the Note such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a material breach of this mortgage. If at any time there be default in any of the provisions of this mortgage, the holder of the Note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect.

13. It is expressly agreed and understood that in the event of transfer of title to real estate described herein or in the event present beneficiaries under the trust agreement assign their beneficial interest in the trust without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable in full.

14. First Party hereby waives any and all rights of redemption and homestead from sale under any order or decree of foreclosure of this trust deed, on his own behalf and on behalf of each and every person, except decree or judgment creditors of the First Party, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by the First State Bank and Trust Company of Palos 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 First State Bank and Trust Company of Palos 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