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This Trust Deed Prepared By:
Harry C. Bergstrom, Ltd.
3330-181st Place
Lansing, IL 60438

96232437

MAIL TO:
Harry C. Bergstrom, Ltd.
3330-181st Place
Lansing, IL 60438

F	3750	A
P		P
T	3750	V
I		

DEPT-01 RECORDING \$37.50
140008 TRAN 3847 03/27/96 15:13:00
47508 & P.1 *-96-232437
COOK COUNTY RECORDER

TRUST DEED

THIS INDENTURE, made March 1, 1996, between American National Bank & Trust Company of Chicago, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, as successor to American National Bank of Lansing, herein referred to as "Mortgagor," and First National Bank of Illinois, an Illinois corporation doing business in Lansing, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Mortgagor has concurrently herewith executed a Principal Note bearing even date herewith in the total Principal Sum of FORTY TWO THOUSAND DOLLARS AND 00/100 (\$42,000.00) DOLLARS, made payable to BEARER and delivered, in and by which said Note the Mortgagor promises to pay out of that portion of the trust estate, the said principal sums so evidenced by said Note with interest thereon from March 1, 1996 until maturity at the rate of 7.875 percent per annum, payable monthly, on the 1st day of each month in each year; all of said principal and interest bearing interest after maturity at the rate of 10.375 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Schererville, Indiana, as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at 828 Spruce, Schererville, Indiana 46375.

NOW, THEREFORE, Mortgagor 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 COUNTY OF COOK, STATE OF ILLINOIS, to wit:

Lot 2 in Lansing Lake Gardens Second Addition, being a Subdivision of the East 166.03 feet of the North 411 Feet of the West 1/2 of the North East 1/4 of the North West 1/4 of Section 5, Township 35 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 33-05-102-026 Property Address: 3455-186th St., Lansing, IL 60438

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

Trust No. 2040-397

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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 Mortgagor 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, 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 the Mortgagor 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 successor 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 the Mortgagor does hereby expressly release and waive; and for the equal security of the said Principal Note hereinabove described.

This Trust Deed consists of 9 pages. The covenants, conditions and provisions appearing on such pages are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its heirs, successors and assigns.

WITNESS the hands and seals of Mortgagor the day and year first above written.

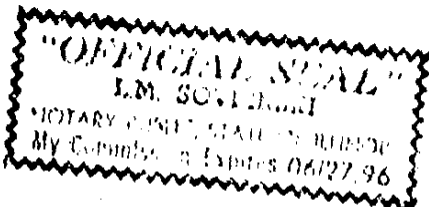
American National Bank & Trust Company of Chicago as successor to American National Bank of Lansing, Trustee u/t/a dated 4/17/81, Trust #2040-397

By: [Signature] Attest: [Signature]

STATE OF ILLINOIS, COUNTY OF COOK: SS.

I, L.M. SOVIENSKI, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above named Gregory S. Kasprzyk, as Second Vice President and Anita M. Lutke, as ASSISTANT SECRETARY of the American National Bank & Trust Company of Chicago, as successor to American National Bank of Lansing, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, March 14 1996.



L.M. Soviencki
Notary Public

28122296

MAR 14 1996

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THE FOLLOWING COVENANTS, CONDITIONS AND PROVISIONS ARE REFERRED TO ON PAGE 1 OF THIS TRUST DEED:

1. Unless applicable law provides otherwise, all payments received under the Note shall be applied first, to late charges; second, to prepayment charges; third, to unpaid real estate taxes, interest and penalties thereon; fourth, to unpaid water rates and sewer rates, assessments, hazard and mortgage insurance; fifth, to principal and interest payable or any advances for attorneys fees, repairs on the premises and procurement of satisfactory hazard insurance; sixth, to other charges, fees, assessments and payments advanced; seventh, to interest payable on the Note; and eighth, to principal payable on the Note. If any installment under the Note is not received by the holders hereof within fifteen (15) calendar days after the installment is due, the undersigned shall pay to the holders thereof a late charge of five percent of such installment, such late charge to be immediately due and payable without demand by the holders hereof. If any installment under such Note remains past due for thirty calendar days or more, the outstanding principal balance of such Note shall bear interest during the period in which the undersigned is in default at the rate of 10.75% per annum or, if such increased rate of interest may not be collected from the undersigned under applicable law, then at the maximum increased rate of interest, if any, which may be collected from the undersigned under applicable law. Said payments are to be made at such banking house or trust company in Schererville, Indiana, as the legal holders of such Note may, from time to time, in writing appoint, and in the absence of such appointment, then at 828 Spruce, Schererville, Indiana 46375.

2. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 the 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 ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Trustee or to holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is

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attorney's fees, and costs of documentary evidence, abstracts and title reports.

8. The Trustee or the holders 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, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagor, 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) when any default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. 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 insurance policies, 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) preparations for the commencement of any suit for the foreclosure hereof 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.

11. 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; second, all other items which under the terms hereof constitute secured

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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 Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

12. 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 of Mortgagor at the time of application for such receiver 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 Mortgagor, 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 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.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. 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.

15. 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.

16. 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. 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

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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.

17. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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 is situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

18. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

19. Before releasing this Trust Deed, Trustee or its 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.

20. Mortgagor shall be furnished a conformed copy of the Note and of this Trust Deed at the time of execution or after recordation hereof.

21. If all or any part of the premises or an interest (including a beneficial interest) therein is sold, assigned or transferred by Mortgagor or if Mortgagor enters into Articles of Agreement for Deed or any agreement for installment sale of the premises or the beneficial interest of the Mortgagor, without Holder's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances or (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, holders may, at holders' option, declare all the sums secured by this Trust Deed to be immediately due and payable. However, this option shall not be exercised by holders if exercise is prohibited by federal law as of the date of this Trust Deed. If holders have waived the option to accelerate provided in this paragraph 21, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by holders, holders shall release Mortgagor from all obligations under this Trust Deed and the Note.

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If holders exercise such option to accelerate, holders shall mail Mortgagor notice of acceleration pursuant to paragraph 7 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, holders may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 10 hereof.

22. As additional security hereunder, Mortgagor hereby assigns to holders the rents of premises, provided that Mortgagor shall, prior to acceleration under paragraph 7 hereof or abandonment of the premises, have the right to collect and retain such rents as they become due and payable.

23. This form of Trust Deed combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Trust Deed covering real property. This Trust Deed shall be governed by the law of the jurisdiction in which the premises is located. In the event that any provision or clause of this Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Trust Deed and the Note are declared to be severable.

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Trust Deed unenforceable according to its terms, holders, at their option, may require immediate payment in full of all sums secured by this Trust Deed and may invoke any remedies permitted by paragraph 10. If holders exercise this option, holders shall take the steps specified in the second paragraph of paragraph 21.

If the loan secured by this Trust Deed is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Holders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

24. Notwithstanding holders' acceleration of the sums secured by this Trust Deed, Mortgagor shall have the right to have any proceedings begun by holders to enforce this Trust Deed discontinued at any time prior to entry of a judgment enforcing this Trust Deed if: (a) Mortgagor pays holders all sums which would be then due under this Trust Deed and the Note had no acceleration occurred; (b) Mortgagor cures all defaults or breaches of any covenants or agreements of Mortgagor contained in this Trust Deed; (c) Mortgagor pays all reasonable expenses incurred by holders in enforcing the covenants and agreements of Mortgagor contained in this Trust Deed including but not limited to reasonable attorney's fees; and (d) Mortgagor takes such action as holders may reasonably require to

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assure that the lien of this Trust Deed, holders' interest in the premises and Mortgagor's obligation to pay the sums secured by this Trust Deed shall continue unimpaired. Upon such payment and cure by Mortgagor, this Trust Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 23 or 21.

IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY FIRST NATIONAL BANK OF ILLINOIS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORDING.

Identification No. 460
FIRST NATIONAL BANK OF ILLINOIS, TRUSTEE

By: David G. Clark
David G. Clark, V.P. & P.O.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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