

# UNOFFICIAL COPY

97250545

DEPT-A1 RECORDING \$25.50  
1:00PM FRAM 6394 94/10/97 14:02:00  
6394 + B.J. # -97-1250545  
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Indenture, made September 9, 1996 between South Chicago Bank Banking Association, not personally but as Trustee under the provisions of a Deed of Deeds in Trust duly recorded and delivered to said Bank in pursuance of Trust Agreement dated April 3, 1996 and known as trust number 11-2932 herein referred to as "First Party;" and First State Bank & Trust Co. of Palos Hills

an Illinois corporation herein referred to as Trustee, witnesseth that, whereas First Party has concurrently herewith executed an instrument note bearing even date herewith in the principal sum of Three Hundred Thousand and No/100---- (\$300,000.00)

made payable to bearer First State Bank & Trust Co. of Palos Hills 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 1.25 per cent per annum in Monthly installments

as follows: Interest only 97250545 dollars  
on the 1st day of October 1996 and Interest only dollars

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 day of maturity.

All such payments on account of the indebtedness evidenced by said note to the first apportioned to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the highest lawful rate per annum, and all of the principal and interest being made payable at such banking as the credit 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 & Trust Co. of Palos Hills in said City.

Now, therefore, First Party to secure the payment of 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, 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

Parcel 1; Lots 42, 43, 44 and 45 in Block 24 in the Circuit County Partition of the Southeast 1/4 (except lands belonging to the South Chicago Railroad Company) of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, IL P.I.N. #21-31-420-003 and 21-31-420-004 Known as 8505-17 S. Commercial, Chgo., IL  
Parcel 2; LOTS 8 through 17 BOTH INCLUSIVE AND LOT 18' (EXCEPT FOR THE SOUTH 13 THEREOF)

IN BLOCK 25 OF THE CIRCUIT COURT PARTITION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 8516-42 Commercial Avenue, Chicago, IL  
P.I.N. #21-31-419-028 thru 037

This Trust Deed is subordinate to that certain mortgage dated 4-30-96 from South Chicago Bank as Trustee U/T/A dated 4-3-96 and known as Trust No. 11-2932 to South Chicago Bank and recorded as Document No. 96497645,

FIRST STATE BANK & TRUST CO. OF PALOS HILLS

BY: *[Signature]* Frank J. Smith III, Sr. V.P./Lending Div.

2030  
JW

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Street Address 8505-17 S. Commercial, Chicago, IL  
8516-42 S. Commercial, Chicago, IL  
21-31-420-003 & 004 and 21-31-419-028, 029, 030, 031, 032, 033, 034, 035, 063 & 0

ANSWER: The answer is 1000 kg/m<sup>3</sup>. This is the density of water at 4°C.

**Together** with all improvements, fixtures and appurtenances thereto belonging and all rents, issues, reverses, emoluments and profites of whatsoever nature which shall arise or accrue by virtue of the same, and all rights, franchises, easements, covenants, restrictions, leases, tenancies, agreements, conditions and other rights or articles now or hereafter thereon, whether single units or entire connected areas, lots, plots, local gas and electricity rates, district water corporation and other rates, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, decorations, furniture, fixtures and other property, all of the foregoing are declared to be a part of said lot, it being whether physically attached thereto or not, or if separate shall be an appurtenant to the above described property, being in the premises by First Party or its successors or assigns shall be considered as constituting part of the lot.

To have and to hold the premises unto said Trustee, as successors and assigns, forever, for the purposes, and upon the terms or conditions herein contained.

It is further understood and agreed that:

f. Until Inc. insolvency already shall be fully paid and, in case of the failure of First Party, its successors or assigns, to First Party, holder or trustee of any claim, liens, encumbrances, improvements now or hereafter on the premises which may become damaged or be destroyed, (i) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for rent not expressly subordinated to the tenancy; (ii) pay when due any insolvency which may be levied 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 the best of the knowledge, in complete with a reasonable time any building or buildings now or at any time in process of erection upon said premises, if so comply with all requirements of law or of the incorporated documents with respect to the premises and the use thereof; (iii) refrain from making material alterations in said premises except as required by law or zoning ordinances; (iv) pay before any penalty attaches all general taxes and park special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and upon written request, to furnish to Trustee or to holders of the note deductible receipts therefor; (v) pay off all under protest in the manner provided by statute any tax assessment which First Party may desire to contest; (vi) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or storm under policies providing for payment by insurance companies of money 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 holders of the note, under insurance policies payable, in case of loss or damage to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgagor clause to be attached to each policy, and to deliver all policies, including additional renewals, to the holders of the note and in case of insurance about to expire, to deliver new policies not less than ten days prior to the respective dates of expiration, then Trustee or the holders of the note may but need not, make any payment or perform any act herein below set forth in any form and manner deemed expedient, and may, but need not make, one or several payments of principal or interest on prior encumbrances, if any, and purchase, or charge, compromise or settle any tax lien or other claim or encumbrance which may arise, or otherwise 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 attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the loan notes, plus reasonable compensation to Trustee for each matter concerning which he or she 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 highest lawful rate per annum, in action 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 provisions of this paragraph.

2. 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 having his/her accuracy of such bill, statement or estimate or the validity of any tax or assessment taxed to the note taken or title or claim thereto."

**3.** At the option of the holders of the note and without notice to First Party, its successors or assigns an unpaid indebtedness secured by the Trust Deed shall become due and payable if (a) generally in the case of default in making payment when due, reimbursement of unpaid interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do all of the things specifically set forth in paragraph one hereof and such non-fulfillment continues 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 security hereof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree to pay all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's costs, appraisal, storage, outlays for documentary and other evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree in producing all such abstracts of title, searches and examinations, insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem it 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with such suit, proceeding, including probable 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 by preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or by preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

3. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First - At account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second - all other items will be under the terms hereof construed to include all debts additional to that evidenced by the note, with interest thereon as herein provided; third - all principal and interest remaining unpaid on the note; fourth - 8% interest on the principal amount of the note.

3. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the power in which such bill is filed may appear or be exercised prior to, or after, the payment may be made before or after sale, without notice, without regard to the solvent, insolvency at the time of application for such receiver title to the premises or fixtures, and, 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 tenement, 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 period of time for which title is held, 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 time when first paid, 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 committing him 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 in tax, specie or assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the date of sale set in the decree in case of a sale and deficiency.

**7. Trustee of the holders of the note shall have the right to inspect the premises at any reasonable times and access thereto, that he deems necessary.**

8. Trustee has no duty to examine the title, location, existence or condition of the premises nor shall Trustee be obligated to record title to the premises, or any interest in the same, given unless expressly obligated by the terms hereof, nor liable for any act or omission of hers hereunder except in case of its own gross negligence, fraud, or willful intent or malice of Trustee, and if any such indemnities shall fail to be paid to the Seller upon sale of the property hereunder.

9. Trustee shall release the Trust Deed and the benefit of any power or instrument upon presentation of satisfactory evidence that the debts secured by the Trust Deed has been fully paid and Trustee may execute and deliver a release hereof and at the request of any holder and shall execute the same at the office of the Trustee and if the Trustee holds the note in presenting that an undeliverable note thereby, sec. 1662(a) then pay what is represented above and accept that new which contains all the terms and conditions as a successor trustee such successor trustee may accept as the holder and if so he can, file with the registrar a certificate of cancellation of the original trustee before which conforms in substance with the description of the note and which purports to be executed by the original trustee or where the trustee is deceased or has never executed a copy of the note, a copy of the note purporting to be the note executed by him.

**10. Trustee may resign by instrument in writing filed in the office of the Recorder or Clerk of Court in which this instrument is recorded, or by letter of resignation, instrument of refusal to act or Trustee, the then has Order of Service of the court, in which the trustee are named or the Successor Trustee, if any, are named, or by letter hereunder shall have the identical authority, powers and authority as are herein granted Trustee and any Trustee or Successor Trustee shall be entitled to compensation as herein provided. *End***

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This Trust Deed is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in him as such Trustee (and said) the undersigned hereby warrants that it possesses full power and authority to execute this instrument, and I am expressly understanding and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said personally to pay said note or any interest that may accrue thereon, or in any other documents, reciting hereunder, or to perform any covenant either express or implied herein contained, all such liability being expressly assumed by Trustee and by each party, in view of the fact that they are not parties thereto, and that so far as the First Party and its successors and assigns, the undersigned hereby release all claims against them for any and all amounts due or to become due, from the time of the execution of this instrument, to the date of record, or to any subsequent date, and that I shall not be liable to the promisor, and, conveying for the purpose intended by the enforcement of my liability, created in the exercise of my authority and in said note provided for, or otherwise to enforce the personal liability of the guarantor, if any.

In witness whereof, the undersigned, 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 last above written:

South Chicago Bank

By

As Trustee as aforesaid and not personally  
Trust Officer/  
Assistant Vice President

Attest:

Assistant Vice President

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

the undersigned

a Notary Public, in and for said County in the State aforesaid, do hereby certify

William D. Hechler Trust Officer/  
Assistant Vice President of South Chicago and Blaine Lane

Blaine Lane  
Assistant Vice President

of said Bank who are 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 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 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

Given under my hand and Notarial Seal this 3rd day of March AD 1997

Catherine T. Boyle

Notary Public

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



Important	Prepared By
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.	

Box No. \_\_\_\_\_

## Trust Deed

South Chicago Bank  
as Trustee

First State Bank & Trust Co. of  
To Palos Hills  
10360 South Roberts Rd.  
Palos Hills, IL 60465

Trustee



Mail to:  
First State Bank & Trust Co.  
of Palos Hills  
10360 S. Roberts Road  
Palos Hills, IL 60465  
The Above Space for Recorders Use Only

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Property of Cook County Clerk's Office

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