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1985 , between The First

National Eank of Des Plaines, a National Banking Association, 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 Agree-

ment dated

August 19, 1981

and known as trust number 10643249

herein referred

to as "First Party," and FIRST NATIONAL BANK OF DES PLAINES

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF -----

FIFTY THREE THOUSAND AND NO/100------(\$53,000.00)----- DOLLARS,

made payable to the order of BEARER 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 on the balance of principal remaining from time to time unpaid at the rate of 11.25 per

cent per annum in instalments as follows: Six Hundred Ten and 36/100----(\$610.36)-----DOLLARS

day of November 1985, and Six Hundred Ten and 36/100------Dollars 5th day of each month on the

until said note is fully paid except that the final payment of principal and interest, if not sooner

paid, shall be due on the 5th day of October, 2000 IN , all such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal belance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of assess per cent per annum,\* 14.25

## tin-instalments as follows:

on the

on the 5th

day of

and

DOLLARS

on the

day of each

thereafter to and including the

day of

, 19 , with a final payment

of the balance due on the day of , 19 , together with interest on the principal balance from time to time unpaid at the rate of per cent per annum, payable with and at the time for, and in addition to each of the said principal instalments; provided that each of the instalments of principal shall bear interest after maturity of the rate of seven per cent per annum;

and all of said principal and interest being made payable at such pace in Des Plaines, Illinois, as the holder or holders of the note may, from time to time, is writing appoint, and in absence

of such appointment, then at the office of First National Bank of Des Plainesin said State of Illinois;

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 trut 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 situate, lying and being in the Village of Des Plaines,

COUNTY OF

Cook

AND STATE OF ILLINOIS, to-wit:

West Half  $\binom{1}{2}$  of LOT THREE---(3)---In Block Thirty One (31), in Des Plaires Manor Tract No. 2 in the West Half  $\binom{1}{2}$  of Section 17, Township 41 North, Lange 12, East of the Third Principal Meridian, according to Plat recorded July 14. 1911, as Document Number 4793564.

Permanent Index Number: 09-17-325-008-0000

This document prepared by: Clifford D. Petersen, Assistant Vice President, First National Bank of Des Plaines, 701 Lee Street, Des Plaines, Illinois 60016

Property Address: 1099 Rose Avenue, Des Plaines, Illinois 60016 which, with the property hereinafter described, is 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, in-a-door beds, 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

NOTE: If interest is payable in addition to stated instalments, strike out from \* to \*. If stated instalments include interest, strike out from † to †.

M DUPUCATE The Installment Note mentioned in

Box

with under Identification No..... within Trust Deed has been identified here

First National Bank of Des Plaines "This Instrument Prepared By" Des Plaines, Illinois 60016 Clifford D. Petersen 701 Lee Street

Form 84-802 Bankforms, Inc.

150x 393

Des Plaines, Illinois 60016

filed for record

First National Wank of Des Plaines

Des Plames, Illinois 60016

ee Street

THE FIRST NATIONAL BANK

OF DES PLAINES 701 Lee Street

After Recor

ding Please Mail to:

Department

Deed should be "dentitied by the Trustee and lender, the note secured by this Trust For the protection of both the corrower named herein. It fore the Trust Deed is

THE PROPERTY PROPERTY A Grand OFT

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Do<mark>l</mark>ver**da**rtii to nised

mitted by

665

TO THE WHEEL PARTY AND THE PAR

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Trustee

Notary Public.

The Clark's October

GIVEN under my hand and notarial seal, this...

4711

said, for the uses and purposes therein set forth.

MPORTANT

voluntary act and as the free and voluntary act of said Bank, as Trustee as aforedid affix the corporate seal of said Bank to said instrument as

and there acknowledged that.... he..., as custodian of the corporate seal of said Bank,

voluntary act and as the free and voluntary act of said Bank, as Trustee as afore-said, for the uses and purposes therein set forth; and the said Assignant Coapler then

names are subscribed to the foregoing instrument as such Asst. Vice President.,

Steven D. Santucci, Trust Officer, Auchstant Cashier of said Bank, who are personally known to me to be the same persons whose ........of The First Mational Bank of Des Plaines, and.

CERTIFY, that......

Jay L. Smith, Assistant Vice President

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY The understened

COUNTY OF .....COOK..

STATE OF ILLINOIS)

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 time 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: (1) The indebtedness secured hereby, or by any decree for 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; (2) 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, 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which bears a certificate of identification herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.
- 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 beer 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.

If all or any protion of the beneficial interest of the above described land trust is changed subject to the execution of this document, or in the event the property securing this note and trust deed or any portion the reof shall be sold, conveyed, or transferred without the written permission of the holder first had or obtained then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the lolder, shall immediately, without notice to any one, become due and payable.

THIS TRUST DEED is executed by The First National Bank of Des Plaines, act 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 National Bank of Des Plaines 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 an said First National Bank of Des Plaines personally to pay the said note or any interest that may act 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 said First National Bank of Des Plaines 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, The First National Bank of Des Plaines, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President and its corporate seal to be hereunto affixed and attested by its Asst. Vice President and year first above written.

As Trustee as aforesaid and not personally,

THE FIRST NATIONAL BANK OF DES PLAINES

As Trustee as aforesaid and not personally,

ATTEST Officer

Assistant Gestion

Assistant Vice-President

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for the purposes, and upon the uses and trust herein set forth. TO HAVE AND TO HOLD the premises unto said Trustee, its successors and sasigns, torever,

IT IS FURTHER UNDERSTOOD AND ACREED THAT:

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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeithie, tax lien or title or claim thereof.

the expiration of said three day period. 3. At the option of the holders of the note and withcut 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 (r) immediately in the case of default in naiding payment of any instalment of principal or interest on the Jole, or (b) in the event of the failure of First Party or its successors or assigns to do any of the thirgs specifically set forth in paragraph one hereof and such default shall continue for three days, asid option to be exercised at any time after the expiration of the relief

d. When the indebtedness hereby secured shall become due whether h, acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereet, in any suit to foreclose the lien hereet, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of 1.7.5/ee or holders of the note for seles, publication costs and costs (which may be estimated as to tens to be expended as to come to be expended after entry of the decree) of procurring all such abstracts of title searches and expense expended as to the note may deem to be expended as to the decree) of procurring all such abstracts of title searches and expended as to the after or to be expended as to the decree) of procurring all such abstracts of title searches and expended as to the note and passion of procurring all such abstracts of title title searches and expended as to the said or to evidence to be decree) of procurring all such abstracts of title, title searches and expended to the same to the said or to be expended to be expended as to the said to the said to the decree of procurring all such abstracts of the procurring all such abstracts of the procurring and similar data and assurances with respect to the endition of the all the alle to or the endition of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness from the manual, when paid or incurred by Trustee or holders of the order are are any sale which indebtedness endered for the randed hereby scentured to the sale of seven per cent per annum, when pure or defendent, for the title to or the endered are secured foreby and immediately due and payable, with indeptedness for the cent per annum, when payable and bank and payable, with indeptedness for the end accurate or holders of the order accurated to the foreby and indeptedness of any threatened all to the foreby account of the premises of any the commenced or

avəddr. 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 note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appears.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which as being a filed may appoint a receive of said premises, such bill is filed may appoint a receive of said premises, and the time of application or after sale, without notice of the first or an insolventy a the time of application