

UNOFFICIAL COPY

03522119

RIDER B TO A TRUST DEED
DATED APRIL 30, 1986 BETWEEN BEVERLY BANK AS TRUSTEE
UNDER TRUST NO. 8-8116, FIRST PARTY AND BEVERLY BANK, TRUSTEE

1. Release. Upon receipt of TWENTY-ONE THOUSAND AND NO/100ths (\$21,000.00) DOLLARS per lot, the trustee will execute and deliver to the First Party a release of the subject trust deed. Said release shall not in any way affect the liability of any party to the note and trust deed and will not in any way affect the priority of the lien of this trust deed, to the full extent of the indebtedness remaining unpaid hereunder, upon any of the real property not expressly released.

2. Waiver of Right of Redemption. First Party does hereby waive any and all rights of redemption from sale under any order, decree or judgment of foreclosure of this trust deed, on behalf of the First Party and 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 hereof.

3. Due on Sale. If all or any part of the premises or any interest therein is sold or transferred by the First Party without the Trustee's prior written consent, the Trustee may, at its option, declare all the sums secured by this Trust Deed to be immediately due and payable.

BEVERLY BANK AS TRUSTEE UNDER
A TRUST AGREEMENT DATED 4/30/86
AND KNOWN AS TRUST NO. 8-8116,

By: [Signature]
Its: ASSISTANT TRUST OFFICER

Attest: [Signature]
Its: ASSISTANT TRUST OFFICER

Exoneration provision restricting
any liability of the Beverly Bank
stamped on the reverse side
hereof, is hereby expressly made
a part hereof.

3522119

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Property of Cook County Clerk's Office

This document is made by Beverly Bank as Trustee and accepted upon the express understanding that the Beverly Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Bank because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall Beverly Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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This Indenture, Made April 30, 1986, between Beverly Bank, 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 April 23, 1986 and known as trust number 8-8116 herein referred to as "First Party," and BEVERLY BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the TOTAL PRINCIPAL SUM OF EIGHT HUNDRED THOUSAND AND NO/100ths (\$800,000.00) ----- DOLLARS.

made payable to BEVERLY BANK 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 interest sum in

instalments as follows: interest on July 31, 1986 and every 90 days thereafter

thereafter, to and including the 30th day of April 1988, with a final payment of the balance of principal and interest due on the 30th day of April 1988, with interest due on the principal balance from time to time unpaid at the rate of prime + 3% per cent per annum payable as stated above; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 BEVERLY BANK in said City,

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 situate, lying and being in the City of Oak Forest COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

SEE ATTACHED RIDER "A"

Permanent Index Numbers -

LEGAL DESCRIPTION

PLOTS 1 TO 71 INCLUSIVE IN Jones Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 17, of Township 37 North, Range 13, East of the Third Principal Meridian, and part of Lot 12 in Duvan's Rob Roy Commercial Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

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

* the prime rate of interest in effect from time to time at Beverly Bank plus three (3%) per annum and the prime rate of interest in effect from time to time at Beverly Bank plus four (4%) per annum after maturity.

from CFF 125081E IDENTIFIED 6/11/84 Description of photos 1 to 71 as made by Plat

3522119

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3522119
7 DUPLICATS
Box

TRUST DEED

3522119
Beverly Bank

as Trustee

Delivered by _____
 Address _____
 Promised _____
 Deliver certificate to _____
 Property Address _____
 Street _____
 City _____
 State _____
 Zip _____
 Deed No. _____
 Address _____
 Name _____

La Fama
Beverly Bank

1357 WEST 103RD STREET
CHICAGO, ILLINOIS 60643

LA FAMA
TITLE TRUST DIVISION

3522119

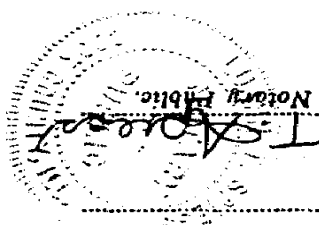
The installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No. _____
Trustee

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.

This document is made by Beverly Bank as Trustee and accepted upon
the express understanding that the Beverly Bank enters into the same
not personally, but only as Trustee and that no personal liability is
assumed by nor shall be asserted or enforced against Beverly Bank
because of or on account of the making or executing this document
or of anything therein contained, all such liability, if any being expressly
waived, nor shall Beverly Bank be held personally liable upon or in
consequence of any of the covenants of this instrument, either expressed,
or implied.

3522119



Duane T. Moore
A.D. 19.86

I, the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that Dorothy M. Fleischmann, Asst. Trust Officer
Asst. Trust Officer of Beverly Bank, and Aiyne Polikoff,
names are subscribed to the foregoing instrument as Assistant Trust Officer
of said Bank, who are personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as Assistant Trust Officer
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 Bank, as Trustee
as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust
Officer, ~~Assistant Trust Officer~~, then and there acknowledged that she, as custodian of the
corporate seal of said Bank, did affix the corporate seal of said Bank to said instru-
ment as her 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 16th
day of May A.D. 19.86

STATE OF ILLINOIS
COUNTY OF COOK

UNOFFICIAL COPY

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be-
longing, 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 party 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, win-
dow 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
* the prime rate of interest in effect from time to time at Beverly Bank plus three (3%)
per annum and the prime rate of interest in effect from time to time at Beverly Bank

6/11/86 Description of photos 1071 as made by Plat

from City 128501E IDENTIFIED

house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such
appointee, the holder of the note, to execute the same, and to do all things necessary to carry out the terms of the note, and to
assign, the money and also in connection with the note, to the holder of the note, or to his assigns, the

30th day of April 1986, with interest due on the principal bal-
ance from time to time unpaid at the rate of prime + 3%* per cent per annum payable as stated
above; each of said installments of principal and interest bearing interest after maturity at the rate of
seven per cent per annum, and all of said principal and interest being made payable at such banking
house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such
appointee, the holder of the note, to execute the same, and to do all things necessary to carry out the terms of the note, and to
assign, the money and also in connection with the note, to the holder of the note, or to his assigns, the

made payable to BEVERLY BANK BEVERLY BANK 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 in
installments as follows: interest on July 31, 1986 and every 90 days thereafter,
including the principal and interest on the 30th day of April 1986, with a final payment of the balance of principal and interest
on the principal bal-
ance from time to time unpaid at the rate of prime + 3%* per cent per annum payable as stated
above; each of said installments of principal and interest bearing interest after maturity at the rate of
seven per cent per annum, and all of said principal and interest being made payable at such banking
house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such
appointee, the holder of the note, to execute the same, and to do all things necessary to carry out the terms of the note, and to
assign, the money and also in connection with the note, to the holder of the note, or to his assigns, the

3522119

3522119

Property of Cook County

1986, between

April 30, 1986

Made

This Indenture,

Beverly Bank, 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 April 23, 1986 and known as trust number 8-8116

BEVERLY BANK

herein referred to as "First Party," and

an Illinois corporation herein referred to as TRUSTEE, witnesses:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even
date herewith in the total principal sum of EIGHT HUNDRED THOUSAND AND NO/100ths
(\$800,000.00)

Dollars,

BEVERLY BANK

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 in

installments as follows: interest on July 31, 1986 and every 90 days thereafter,

including the principal and interest on the 30th day of April 1986, with a final payment of the balance of principal and interest

on the principal bal-
ance from time to time unpaid at the rate of prime + 3%* per cent per annum payable as stated

above; each of said installments of principal and interest bearing interest after maturity at the rate of
seven per cent per annum, and all of said principal and interest being made payable at such banking

house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such

appointee, the holder of the note, to execute the same, and to do all things necessary to carry out the terms of the note, and to

assign, the money and also in connection with the note, to the holder of the note, or to his assigns, the

also in con-
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UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that Dorothy M. Fleischmann, Asst. Trust Officer
; ~~Vice President~~ of Beverly Bank, and Alyne Polikoff,
Asst. Trust Officer

~~Assistant Trust Officer~~ of said Bank, who are personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as Assistant Trust Officer Assistant
Trust Officer-Assistant Cashier, respectively, ASSISTANT TRUST OFFICER 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 Bank, as Trustee
as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust
Officer-Assistant Cashier, then and there acknowledged that she, as custodian of the
corporate seal of said Bank, did affix the corporate seal of said Bank to said instru-
ment as her 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 16th
day of May A.D. 1966.

Lucretia T. Adams
Notary Public.

This document is made by Beverly Bank as Trustee and accepted upon
the express understanding that the Beverly Bank enters into the same
not personally, but only as Trustee and that no personal liability is
assumed by nor shall be asserted or enforced against Beverly Bank
because of or on account of the making or executing this document
or of anything therein contained, all such liability, if any being expressly
waived, nor shall Beverly Bank be held personally liable upon or in
consequence of any of the covenants of this document, either expressed,
or implied.

3522119

The Installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No. 3522119

Trustee

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.

TRUST DEED

3522119
Beverly Bank

as Trustee

Submitted by

Address

Promised

Deliver certificate

Address

Deliver to Beverly Bank

Deed to

Address

Notified

La Faine
Beverly Bank

1357 WEST 103RD STREET
CHICAGO, ILLINOIS 60643

PHONE 445-2300

TITLE TRUST DIVISION

249 75-110

51101002

UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay 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 duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings 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 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 mortgage clause 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 dates of expiration; then Trustee or the holders 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 title 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, and any other moneys advanced by Trustee or the holders 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 rate of seven per cent per annum. Inaction of Trustee or 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.

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, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders 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 instalment 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, 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 to 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, guarantee 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 rate of seven per cent per annum, 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.

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; 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

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