

3572534

The undersigned Trustee executes this instrument not in its personal or individual capacity but solely as Trustee, pursuant to the terms of that certain Trust Agreement dated 9/10/76 and bearing Trust No. 10810 and does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that it has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity.

FIRST BANK OF OAK PARK, not personally but solely as Trustee under that certain Trust Agreement dated 9/10/76 and bearing Trust No. 10810

By: [Signature]
Vice President

ATTEST:
[Signature]
Assistant Secretary

State of Illinois)
County of Cook) SS

I, Judith Ellen Lewis a Notary Public, in and for said County, in the State of Illinois, do hereby certify that John N. Carbery Vice-President of the FIRST BANK OF OAK PARK and John N. Carbery Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 the 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 21st day of November A.D. 19 86.
[Signature]
Notary Public

My comm. exp. 8/13/90

715367

UNOFFICIAL COPY

Property of Cook County Clerk's Office



CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

7081109AS
NOTE IDENTIFIED WITH DOC# 3572534

THIS INDENTURE, made November 21, 1986, between First Bank of Oak Park as Trustee under Trust Agreement dated 9/10/76 and known as Trust #10810 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00)

Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the date of disbursement of principal remaining from time to time unpaid at the rate of _____ as set forth in _____ per cent per annum in _____ instalments (including principal and interest) as follows: _____ said Note.

Dollars or more on the _____ day of _____ 19 _____ and _____ as provided in _____ said Note.

Dollars or more on the _____ day of each _____ 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 _____ 19 _____. 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 the principal of each instalment unless paid when due shall bear interest at the rate of _____ as set forth in _____ 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 B&K Enterprises 5801 North Lincoln Avenue, Chicago, Illinois 60659 in said City.

NOW, THEREFORE, the 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the _____ COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 8, 9, 10 and 11 in Block _____ in Elaine Subdivision of the South East 1/4 of the South East 1/4 (Except that part taken for streets) in Section 21, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID #16-21-423-026 HCO 1914-20 S. Cicero

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 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, inador 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 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 successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the _____ of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its _____

First Bank of Oak Park
Solely as Trustee as aforesaid
BY _____ Assistant Vice President
ATTEST: _____ Assistant Secretary

CORPORATE SEAL

STATE OF ILLINOIS, } SS. I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of _____

_____ Assistant Vice President of the _____
and _____ Assistant Secretary

of said Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____

Notarial Seal

NOTARY PUBLIC

3572534

3572534

Alan I. Boyer
7366 North Lincoln Avenue
Lincolnwood, IL 60646

1914-20 South Cicero
DESCRIBED PROPERTY HERE
FOR RECORDERS INDEX PURPOSES
INSERT AT REAR ADDRESS ABOVE

81:3 M 3
LIBRARY (SMB) 715387

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
Identification No. 715387
Assistant Secretary
Assistant Vice President

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28h043E
2/11/19

601-18-07

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, by all in the note, such rights to be evidenced by the standard mortgage clause to each policy and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgagee 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, by all in the note, such rights to be evidenced by the standard mortgage clause to each policy and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee 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 thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth herein, in the event of a default of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

5. 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, foreclosure, tax lien or title or claim thereon.

6. Mortgagee shall, in each item of indebtedness hereunder 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 Mortgagee, 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 default shall occur and continue for three days in the performance of any other payment of any installment of principal or interest on the note, or (c) when the note, or (d) when the note, or (e) when the note, or (f) when the note, or (g) when the note, or (h) when the note, or (i) when the note, or (j) when the note, or (k) when the note, or (l) when the note, or (m) when the note, or (n) when the note, or (o) when the note, or (p) when the note, or (q) when the note, or (r) when the note, or (s) when the note, or (t) when the note, or (u) when the note, or (v) when the note, or (w) when the note, or (x) when the note, or (y) when 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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)