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Property of Cook County Office

: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16 & 19 in Malecky Subdivision, being a re-subdivision of Lots 24,25,26,27,28,29, 30,31,32,33,34,35,36,37,38,39,40,41 and 42 in Block 4; and the West $\frac{1}{2}$ of the vacated alley lying East of and adjoining lots 24-42, both inclusive in Block 4; and the North $\frac{1}{2}$ of vacated 178th Street lying South of and adjoining Lot 24 in Block 4 and the North $\frac{1}{2}$ of vacated 178th Street lying South of and adjoining the West $\frac{1}{2}$ of the vacated alley lying East of and adjoining Lot 24 aforesaid; and the South $\frac{1}{2}$ of the vacated 178th Street lying West of the Southerly extension of the East Line of the West $\frac{1}{2}$ of Block 4 and lots 26 thru 50 inclusive in Block 5 and that part of the vacated alley lying West of the West Line of the East 133.50 feet of Block 5 all in Whitney and Bishops Addition to Tinley Park, a plat of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

3662469

PIN #28-31-220-001

All BBO Office

together with the instruments and documents...

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0 8 2 4 8 0
3662168

TRUST DEED

[Handwritten signature]

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 20, 19 87, between **HERITAGE BREMEN BANK AND TRUST COMPANY**, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 10-5-87 and known as trust number 87-3144, herein referred to as "First Party," and

HERITAGE BREMEN BANK & TRUST CO.
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 **Two hundred Seventy-two thousand & 00/100**----- Dollars,

made payable to ~~REARER~~ **HERITAGE BREMEN BANK & TRUST CO.** 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 and interest from

DATE HEREOF on the balance of principal remaining from time to time unpaid at the rate of ****** per cent per annum ~~XXXXXXXXXXXXXXXXXXXX~~ **ON DEMAND WITH INTEREST PAYABLE QUARTERLY**

~~XX~~

~~XX~~ until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due **ON DEMAND** ~~XX~~

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 ~~XXXXX~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **Tinley Park, 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

HERITAGE BREMEN BANK & TRUST CO. in said City,
NOW, **THE SAID** 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 COUNTY OF **COOK** AND STATE OF **ILLINOIS**, to wit:

See Attached Legal Description

This document prepared by
Darlene R. Fila for
Heritage Bremen Bank
Tinley Park, IL 60477

**** 1% above Continental Bank Prime as changes from time to time.**

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, 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 hereinafter placed in the premises by First Party 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 purposes, and upon the uses and trusts hereinafter 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

10/27/87 Description affects lots as listed created by Plat 5637158 from part of 67-1192885 and other property 8/9

County Clerk's Office

3662168

D	NAME	Heritage Bremen Bank & Trust Co.
E	STREET	17500 S. Oak Park Ave.
L	CITY	Tinley Park, IL 60477
I		
V		
E		
R		
Y	INSTRUCTIONS	OR
	RECORDER'S OFFICE BOX NUMBER	_____

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Vacant Lots
Tinley Park, IL 60477

UNOFFICIAL COPY

3662468

3-11-1995
Page 1 of 6
Date 11/6/95

IN WITNESS WHEREOF, the Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Secretary, the day and year first above written.

By William D. ...
President
HERITAGE BREMEN BANK AND TRUST COMPANY as Trustee as aforesaid and not personally.

THE UNDERSIGNED
ASST. VICE PRESIDENT
Darlene Donahue
Notary Public in and for said County, in the State aforesaid.

THIS TRUST DEED is executed by the Heritag... and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee... and it is expressly understood and agreed that nothing herein or in any instrument which may hereafter be executed by or on behalf of said Trust Company shall be construed as an endorsement, approval, or warranty of any kind...

10. Trustee may make by instrument in writing... 9. Trustee shall retain the trust deed and the... 8. Trustee has no duty to execute, or condition of the premises...

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. 6. The court from time to time may authorize the receiver to apply to the trust deed or any law, special assessment or other lien which may be or become a superior...

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... 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 hereon...

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... 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 official without inquiry into the accuracy of such bill, statement or estimate...

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 amounts to be applied to the satisfaction of the policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance amounts to be applied to the satisfaction of the policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance amounts to be applied to the satisfaction of the policy...

A 16410

INTERCOUNTY TRUST CO. OF ILLINOIS
1301 WEST MADISON ST.
CHICAGO, ILLINOIS 60602

October 20th 2004
Notary Public

HERITAGE BREMEN BANK AND TRUST COMPANY
1301 West Madison Street
Chicago, Illinois 60602

ASST. VICE PRESIDENT
Darlene Donahue
Notary Public in and for said County, in the State aforesaid.

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