

UNOFFICIAL COPY

TRUST DEED

3713896

THIS ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made May 4, 1988, between Western National Bank of Cicero, 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 Agreement dated 9-8-64 and known as Trust No. #3375 herein referred to as "First Party," and AFFILIATED BANK/WESTERN NATIONAL herein referred to as TRUSTEE, witnesseth:

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

ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100-----DOLLARS, made payable to BEARER 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 as follows: with interest from date of loan disbursement on the balance of principal remaining from time to time unpaid at the rate of Eleven (11) percent per annum, in installments as follows: \$1,420.74 on the 1st day of July, 1988 and \$1,420.74 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 and payable on the 1st day of June, 1993. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal

; principal bearing interest after maturity at the rate of 7 per cent per

annum, and all of said principal and interest being made payable at such banking house or trust company in CICERO 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 AFFILIATED BANK/WESTERN NATIONAL, 5801 W. CERMAK ROAD, CICERO, IL 60650

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party in 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:

LOT 12 AND 13 IN BLOCK 50, IN THE SUBDIVISION OF BLOCKS 45, 47, 48, 49, 50, 51, AND 52 IN THE CIRCUIT COURT PARTITION OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 16-31-314-012 (LOT 12)
16-31-314-013 (LOT 13)

COMMONLY KNOWN AS: 6832-40 OGDEN AVENUE, BERWYN, IL 60402

NOTE ID

3713896

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, incumbrances, 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 in 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, furnace, boiler, swings, stoves and water heaters. All of the foregoing are declared to be a part of the 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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever, for the purposes, and upon the terms, 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.

IN WITNESS WHEREOF, WESTERN NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AFFILIATED BANK/WESTERN NATIONAL FORMERLY KNOWN AS WESTERN NATIONAL BANK OF CICERO
As Trustee as aforesaid and not personally.

By Carol Ann Weber
Carol Ann Weber Vice-President

ATTEST Rosemarie J. Baran
Rosemarie J. Baran Assistant Secretary

STATE OF ILLINOIS,) ss.
COUNTY OF COOK

**Affiliated Bank/Western National f/k/a

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th Day of May A.D. 1988

OFFICIAL SEAL
DOCTRES PARA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 16, 1991

Notary Public

UNOFFICIAL COPY

5/28/89
1088943

Y R V I L E D

INSTRUCTIONS
CITY
STREET
NAME

3713896 OR 3713896
801 W. CERNAK ROAD
CICERO, IL 60650

AFFILIATED BANK/WESTERN NATIONAL

6832-40 OGDEN AVENUE
BERMUN, IL 60422

FOR THE CONDITIONED INTEREST PURSUING TO THE TRUST DEED HEREIN REFERRED TO ABOVE

713896
The Note mentioned in the within Trust Deed has been identified herewith
Lender Identification No.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDOR
THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE IN THE RECORD
FILED IN THE PUBLIC RECORDS

11. If Mortgagor shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the Note secured hereby, the holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable, any- thing in said note or this Trust Deed to the contrary notwithstanding.

12. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

13. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

14. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

15. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

16. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

17. The first party hereby waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquiring and interest in or title to the premises subsequent to the date of this Trust Deed.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERENCED TO ON PAGE 1 OF THIS INSTRUMENT