

UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED TO CLEARING BANK 03734973

DATED March 23, 1989 UNDER TRUST NO. 9443

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 9443


Mr. Vice President & Trust Officer

ATTEST:


LAND TRUST ADM.

378-2323

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Property of Cook County Clerk's Office

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TRUST DEED (A-3-CB)
For Use With Note Form 1440
(Monthly Payments Including Interest)

CALIFORNIA: A lawyer before using or acting under this form, whether the publisher nor the seller of this form makes any representation with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

"THIS INDENTURE, made March 23 1982,
between First National Bank of Evergreen Park, as
Trustee, U/I/A dated 12-15-76, A/V/A Trust #9443
6003 S. Archer Avenue Chicago Illinois
(STATE)

378-1878

bonds held in trust "Mortgagors," and
Clearing Bank

5235 W. 63rd Street Chicago Illinois
(CITY) (STATE)

bonds referred to as "Notes," witnesseth: That Whereas Mortgagors are jointly indebted
to the jointholders of a principal promissory note, termed "Installment Note," of even date
herein, unexecuted by their grantees, made payable to Seller and delivered, in and by which
notes Mortgagors promise to pay the principal sum of Forty Thousand and 00/100 Dollars (\$50,000.00)
Dollars, and interest from date on the balance of principal remaining from time to time unpaid at the rate of 2 1/2 percent
per annum, such principal sum and interest to be payable monthly.

The Above Space For Recorder's Use Only

not later than the 15th day of each month thereafter, to the清ning Bank, 5235 W. 63rd Street, Chicago, IL 60638, or at such other place as the legal
holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder the same and without notice, the
principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in
case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur
and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the
expiration of said three days, without notice), and that in paying the same severally waive presentment for payment, notice of dishonor, protest and notice of
protest.

I DO THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the
above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and
also to execute, upon the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND
WARRANT unto the Trustee, its or his successors and assigns, the Mortgaged described Real Estate and all of their estate, right, title and interest therein,
situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 15, Lot 16, and Lot 17 in Bruns Subdivision of Lots Thirty Four (34) and
Thirty Five (35) in the Subdivision of that part of the Southeast $\frac{1}{4}$ of
Section 8, Township 38 North, Range 13, East of the Third Principal Meridian
lying South of the center line of Archer Avenue.

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

Parcels Real Estate Index Numbers: 13-08-426-006-0000

Address(es) of Real Estate: 6003 S. Archer Avenue, Chicago, Illinois 60638

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and
during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily, first, on a party with said real estate and not
secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration,
air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades,
awnings, storm doors and windows, floor coverings, major beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the
mortgaged premises, whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or
articles hereinafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes and upon the uses and trusts
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits
Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 of this Trust Deed at the beginning of
same by reference and hereby are made a part hereto the same as though they were here set out in full and shall be binding on Mortgagors, the Trustee, and
successors and assigns.

Without the hands and seals of Mortgagors the day and year first above written.

SEE ATTACHED RIDER NO. 1
EXECUTION BY TRUSTEE

PLEASE PRINT OR
TYPE NAME(S)
SILENT
SIGNATURE(S)

BY: George J. Pawlak (Seal)
TRUSTEE, U/I/A dated 12-15-76, A/V/A Trust #9443
SAC. VICE PRESIDENT & TRUST OFFICER

ATTEST: Joseph C. Pawlak (Seal)
LAND TRUST AM.

State of Illinois, County of Cook,

I, the undersigned, a Notary Public, residing in the County

of the State aforesaid, DO HEREBY CERTIFY that JOSEPH C. PAWLAK, SR., VICE PRES. & TRUST
OFFICER OF FIRST NATIONAL BANK OF EVERGREEN PARK AND ANNE McYLAN, LAND TRUST
DEPARTMENT M. NAVARRETTA, personally known to me to be the same person as whom name is George J. Pawlak, subscribed to the foregoing instrument, ADM.
Notary Public, State of Illinois, on the 13th day of March, 1982, before me this day in person, and acknowledged that he has signed, sealed and delivered the said instrument as
his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and official seal, this 4th day of April, 1982, George J. Pawlak, Notary Public
Commission expires 10-15-82.

This instrument was prepared by L. Pitrowski, Clearing Bank, 5235 W. 63rd St., Chicago, IL 60638
(NAME AND ADDRESS)

Mail this instrument to Clearing Bank
Chicago Illinois 60638 (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 202

UNOFFICIAL COPY

THE FORM ATTACHED TO THE CONTRACTS, CONDITIONS AND PROVISIONS REIMBURED ON PAGE 1 (THE REVERSE SIDE OF THIS "TRUST DEED") WHICH FORM A PART OF THE TRUST DEED WHICH THIS BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for less not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be incurred by a lessee or subree on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereto; (7) make no material alterations in said premises except as required by law or municipal ordinances or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may incur.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, and windstorms under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companion beneficiary 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, pur rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and "new" 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 date of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereabove required of Mortgagors 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 money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees and any other money so expended by Trustee or the holders of the note to protect the mortgaged premises and the title thereto, plus reasonably compensation to Trustee for such manner concerning whom action herein authorized may be taken, shall be so charged against indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of nine percent per annum. Action of Trustee or holders of the note shall never be considered as a waiver of any right securing to them or anyone of any default hereunder on the part of Mortgagor.

5. Any tax or other 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.

6. Holders of the note shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without going to trial, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereinabove set forth shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sum of all costs, damages, expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraisal fees, costs of bailiffs, for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items) of removal and removal of the debris and procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens fees, and other incidental expenses, plus reasonable compensation to title as Trustee or holders of the note may deem to be reasonable necessary either to remove or to cause to be removed to title to any sale which may be had pursuant to such decree the true condition of the title to or the value of the property. All costs, expenses and expenses of the nature in this paragraph mentioned shall become an such additional indebtedness secured by this Trust Deed, and shall be paid by the holder of the note, with interest thereon at the rate of nine percent per annum, when paid or incurred by Trustee or holders of the note or by the receiver, in any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of the parties hereto may, either as plaintiff, defendant, or claimant, or by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any third party suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 foreclosures proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the laws of Illinois are entitled to be deducted additional to that evidenced by the note hereby secured, with interest thereon as hereinafter provided; third, all principal and interest, same being unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after suit, without notice, with regard to the solvency or insolvency of Mortgagors at the time of application for such receiver 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 in his opinion make such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, in case of a sale and a deficiency, during the full statutory period of such receiver, whether the same be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power 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 the debt. The indebtedness secured hereby, or by any decree 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.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. 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 it is duly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of wilful gross negligence or misconduct on that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. 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 sign before or after maturity thereof, present and exhibit to Trustee the principal 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 conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has ever executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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

The Installment Note mentioned in the within Trust Deed has been
Identified herewith under Identification No. _____

Trustee

152 MFT BK EVERGREEN Park
11/11/95