

# UNOFFICIAL COPY

0 3 8 3 0 4 4 1

## TRUST DEED

### 3860441

THE ABOVE SPACE FOR RECORDERS USE ONLY

6400 Hill  
0328 Republic  
RECORDERS  
118

THIS INDENTURE, Made January 29 1990, between Marquette National Bank, 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 June 2, 1989, and known as trust number 12126, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, A National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of FIFTY ONE THOUSAND 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 and interest as follows:

NOTE IDENTIFIED

\$695.33 or more on the first day of April, 1990 and \$695.33 or more on the first day of each month 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 first day of March, 2000

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10.75 per cent per annum payable monthly

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 ~~10.75~~ 15.75% 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 the absence of such appointment, then at the office of Marquette National 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 cash 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:

#### PARCEL 1:

That part of the North 34 feet of the West 142 Feet of Lot 23 in King's Estate Sub-division in the Village of Evergreen Park, being the Northwest Half of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, IL lying South of the following described line: Beginning at a point on the North Line of Lot 22, said point being 33 feet East of the Northwest Corner of said Lot, and running thence South along the East Line of the West 33 of said Lots 22 and 23 (being the East Line of Kedzie Avenue), a distance of 181.59 feet to a point 6.50 feet South of the North Line of said Lot 23, said point being on the extension of the Center Line of a nine (9) inch party wall of a one story brick building; thence East along said Center Line and extension thereof, a distance of 142 feet to a point 5.91 feet South of said North Line of Lot 23.

#### PARCEL 2:

That part of the East 33 feet of the West 175 feet of the North 34 feet of Lot 23 in King Estate Subdivision in Evergreen Park, being the Northwest Quarter of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, lying South of a straight line connecting a point on the East line of the West 33 feet of said Lot 23, said point being 6.50 feet South of the North Line of said Lot 23, to a point on the East Line of the West 175 feet of said Lot 23, said point being 5.91 feet South of the North Line of said Lot 23, said Line being the center line and extensions thereof of a 9 inch party wall of a brick.

P.I. #24-12-126-023-0000

Commonly known as: 9843 So. Kedzie Avenue, Evergreen Park, IL 60642

Chicago, Illinois 60636

9843 South Kedzie Avenue

Evergreen Park, IL 60642

INSTRUCTIONS

OR

300

RECORDER'S OFFICE BOX NUMBER

806374

# 13430  
MAY 11 1990  
RECORDED

Chicago, Illinois 60636

2/1/90

3860441



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Deed - 1989  
# 1343307  
MARGUERITE  
REC'D  
2/4/90  
814  
6666  
9636

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
9837 South Kedzie Avenue, and  
9843 South Kedzie Avenue  
Evergreen Park, IL 60642

MARGUERITE  
6316 South Western Avenue  
Chicago, Illinois 60636

14109836

TOGETHER with all improvements, tenements, 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 prima facie 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 unit or centrally conditioned), and ventilation, including (without restriction) of, foregoing), screens, window shades, storm doors and windows, door coverings, ladder steps, awnings, roofs and water heaters. All of the foregoing is 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.

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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 notes; (4) comply with all requirements of law or municipal ordinance relating to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; against the premises when due, and upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (6) pay in full all taxes and penalties which may be assessed or levied upon said premises; and pay special taxes, special assessments, water charges, sewer charges, and other charges; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other charges; (8) pay in full all taxes and penalties which may be assessed or levied upon said premises; (9) keep all buildings and improvements 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 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 here- by, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

Joseph L. Scheurich, Marquette Nat'l Bank, 6316 S. Western, Chicago, IL 60636  
This Instrument Prepared By:

SEE ATTACHED RIDER

Property of Cook County Clerk's Office

THIS INDENTURE, Made January 29 1990, between Marquette National Bank, 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 and known as trust number 12126, herein referred to as "First Party," and MARQUETTE NATIONAL BANK, A National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesses: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of FIFTY ONE THOUSAND 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 and interest as follows:

THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED

3860441

0 3 8 6 0 4 1

07  
JAN 31 1990  
RECORDED  
INDEXED  
JAN 31 1990

# UNOFFICIAL COPY

holders of the note, such rights to be exercised 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 breach of policy, to file, modify or renew 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, in any and purchase discharges, compromise or settle any tax lien or other prior lien or title or claim thereof, or redemption 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 15.75% in the event of default 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 authorized 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 or into the validity of any tax, assessment, rate, 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 installment 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 in the decree for sale the expenditures and expenses which may be paid or incurred by Trustee or holders of the note in connection with a any proceeding, including probate and bankruptcy proceeding, in which either of them shall be required to file outlays for documentary and expert evidence, microphotographs 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 the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of 15.75% in the event of default 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.

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 secured by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus 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 for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and with, or without, the consent of the holder of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption of the premises or not, as well as to collect any further taxes when First Party, its successors or assigns, are in default of such payments. The receiver shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate 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: (1) 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.

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.

8. 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 expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof 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, either before or after maturity thereof, produce and exhibit to Trustee the 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 note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. 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 resignation, inability or refusal of Trustee, the then Recorder or Deeds of the county in which this instrument is recorded shall be Successor in Trust. Any Successor in Trust hereunder shall have the same powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The Holder of the Note may collect a "late charge" not to exceed five (5%) per cent for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

12. In addition to the monthly payments of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment is not sufficient to pay such taxes when due, Mortgagors agree to deposit on demand, such additional amounts as may be required for that purpose.

13. With respect to any deposit of funds made by the Mortgagee hereunder, it is agreed as follows: (a) Mortgagees shall not be entitled to any interest on any such deposits, (b) Such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated by the holder of the note for such purposes and shall not be subject to the direction or control of the Mortgagees, (c) If a default occurs in any of the terms hereof, or of the Note, the holder of the note may, at its option, notwithstanding the purpose for which said deposits were made, apply the same in reduction of any indebtedness or any other charges then accrued, or to be accrued, secured by this Trust Deed.

In the event Mortgagee's (a) sell, execute Articles of Agreement for Deed, assign, convey, sell under any part of sale, lease with option to purchase, or otherwise attempt to dispose of any interest herein, or she if be divested of title or any interest herein in any manner or way whether voluntarily or involuntarily, without the written consent of the Holder of the Note secured hereby being first obtained, the Holder shall have the right and option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the note, immediately due and payable. If the option is not exercised by the Holder, a reasonable time for the same shall be paid.

THIS TRUST DEED is executed by the Marquette National Bank, 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 said Marquette National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of said First Party or on said Marquette National Bank personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Marquette National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused this instrument 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.

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally,

By Anne M. Kelly VICE-PRESIDENT  
Attest Joyce Schreiner ASSISTANT SECRETARY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

3860441

OFFICIAL SEAL  
LORRAINE A. SCHROEDER  
Notary Public  
FEB 14 1968

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their 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 14th day of February, 1968.

Lorraine A. Schroeder  
Notary Public

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

The instrument mentioned in the within Trust Deed has been filed for record at the office of the Recorder of Deeds, Cook County, Illinois, on this 14th day of February, 1968, at Chicago, Illinois.

EMERSON HILL, ILL. 60465  
19599 Roberts Road  
Patos Hill, IL 60465