

TRUST DEED

C1842
C67576255

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made OCTOBER 21ST 19 91, between LASALLE NATIONAL BANK,
AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 11, 1967 AND KNOWN AS
TRUST NO. 36674 AND NOT PERSONALLY

hereln referred to as "Mortgagors," and SECURITY PACIFIC FINANCIAL SERVICES, INC.,
a DELAWARE corporation, hereln referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described,
said legal holder being hereln referred to as Holder of the Note, in the principal sum of 64416.80

SIXTY-FOUR THOUSAND, FOUR HUNDRED, SIXTEEN AND 80/100 Dollars,
evidenced by one certain Note of the Mortgagors of even date herewith, made payable to the Holder and delivered,
which said Note provides for monthly instalments of principal and interest, with the balance of indebtedness, if
not sooner paid, due and payable on 10/25/2006 or an initial balance

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED OCTOBER 21, 1991 UNDER TRUST NO. 36674

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA
SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No.
36674 in the exercise of the power and authority conferred upon and vested
in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants
that it possesses full power and authority to execute the Instrument) and it
is expressly understood and agreed that nothing contained herein or in the
note, or in any other instrument given to evidence the indebtedness secured
hereby shall be construed as creating any liability on the part of said
mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to
pay said note or any interest that may accrue thereon, or any indebtedness
accruing hereunder, or to perform any covenant, either express or implied,
herein contained, all such liability, if any, being hereby expressly waived by
the mortgagee or Trustee under said Trust Deed, the legal owners or holders of
the note, and by every person now or hereafter claiming any right or security
hereunder; and that so far as the mortgagor or grantor and said LA SALLE
NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note
and the owner or owners of any indebtedness accruing hereunder shall look
solely to the premises hereby mortgaged or conveyed for the payment thereof by
the enforcement of the lien created in the manner herein and in said note
provided or by action to enforce the personal liability of the guarantor or
guarantors, if any. Trustee does not warrant, indemnify, defend title nor is
it responsible for any environmental damage.

refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm
doors and windows, floor coverings, 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 mortgagors
or their 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 set forth 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 the Mortgagors do hereby expressly release and waive.

This Trust Deed may not be assumed. THE TRUSTEES HEREIN ATTACHED HERETO AND MAKE A PART HEREON

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
mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.
LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK AS TRUSTEE AND
NOT PERSONALLY UNDER TRUST NO. 36674 (SEAL) AND DATED JULY 11, 1967. (SEAL)

Attest: Nancy A. Stack (SEAL) By: [Signature] (SEAL)
Assistant Secretary Assistant Vice President

This Trust Deed was prepared by C. REISENAUER, 1910 S. HIGHLAND LOMBARD, IL 60148

STATE OF ILLINOIS,

County of Cook

I, the undersigned
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY THAT Corinne Bek, Assistant Vice President and
Nancy A. Stack, Assistant Secretary of LaSalle National Trust, N.A.
who are personally known to me to be the same person and whose name s are
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day October, 19 91

[Signature] Notary Public

"OFFICIAL SEAL"
Harriet Dealserwick
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1991

FILE
SMERS

4006311

4006311

UNOFFICIAL COPY

ORIGINAL

10120-1180 IL

Notary Public, State of Illinois
My Commission Expires Oct. 30, 1991
Notary Seal

I, the undersigned, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT CONTRON BEK, Assistant Vice President and Nancy A. Stack, Assistant Secretary of Lasalle National Trust, N.A. who are personally known to me to be the same person, and who are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County of Cook } ss.
I, the undersigned, Assistant Secretary, Assistant Vice President

Lasalle National Trust, N.A. Successor Trustee to Lasalle National Bank as Trustee and NOTARIES PUBLIC UNDER PUBLIC ACT NO. 365/27 (SEAL) AND DATED JULY 11, 1967.

WITNESS the hand and seal of Mortgagee the day and year first above written. This deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. 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, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagee do hereby expressly release and waive.

TOGETHER with all improvements, tenements, assessments, fixtures, and appurtenances thereto before, on, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all appurtenant equipment or articles now or hereafter attached to or forming part of the real estate.

PERMANENT PARCEL NUMBER: 10-09-200-068
COMMONLY KNOWN AS: 10049 A. FRONTAGE ROAD, SKOKIE, IL 60077

LOT 7 (EXCEPT THE NORTH 2.84 FEET THEREOF) AND THE NORTH 2.84 FEET OF LOT 8; ALSO THAT PART OF LOT "A", LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID NORTH 2.84 FEET OF LOT 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID NORTH 2.84 FEET OF LOT 8, TAKEN AS TRACT), (EXCEPTING FROM A FOREDESCRIBED PROPERTY THE EAST 147.33 FEET THEREOF), IN ORCHARD MANOR EIGHTH AND NINTH SUBDIVISION OF PART OF THE EAST TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1896, AS DOCUMENT NUMBER 188411, IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, the Mortgagee to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this deed, and the performance of the covenants and agreements herein contained, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois, to wit:

stated above and a credit limit of \$ N/A under a Revolving Loan Agreement, and any extensions, renewal, modifications, or refinancings thereof.

4006011

Note identified

Disq - Con

11-001

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) 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, (c) pay when due any indebtedness which may be secured by a lien in 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, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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 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 desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured 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 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached 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 therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 therefor, or redeem 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 attorney's 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 such matter concerning which a lien 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 therein. Inaction of Trustee or holders 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 Mortgagors.

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, forfeiture, tax lien or title or claim therefor.

6. Mortgagors shall pay each item of indebtedness herein 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 Mortgagors, 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, (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or (c) upon sale or transfer of any interest in the premises as allowed by law.

7. 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated at 10 cents to 15 cents to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance 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 this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, 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 therein, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either as their shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened 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, an amount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; 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 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 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 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 a deficiency, during the full statutory period of redemption, whether there 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 powers 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 (a) 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; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien 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, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, 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.

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 act in 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 an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on 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 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust; Any Successor in Trust hereunder shall have the identical title, powers and authority as the then given Trustee.

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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" which more than one person is use.

16. Before recording this trust deed, Trustee or successor shall comply with the provisions of the Illinois Trusts Act, which a fee as determined by its rate schedule in effect when the release deed is signed. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under the provisions of this trust deed and the provisions of the Illinois Trusts Act, if the rate of such fee shall be applicable to this trust deed.

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

MAIL TO: PLACE IN RECORDER'S OFFICE BOX NUMBER

REGISTRATION NO. 006011

REGISTRAR OF TITLES
CAROL MOSELEY BRASS
Assistant Secretary Assistant Vice President

TRUSTEE

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.