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12/1	THIS INDENTURE, made this. 26th day of February , A. D. 19.71, between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank
Æ	in pursuance of a Trust Agreement, dated the 15th day of November 19.67, and known
ħ,	as Trust Number922, herein referred to as "First Party," and
<u>_</u>	Harold J. Gouwens
で (一:	herein referred to as Trustee, witnesseth:
E-1	neren reterret to as Trustee, Witnesseth:
~	THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even
Ó	date he ewith in the PRINCIPAL SUM OF Eleven Thousand and no/100's* * * * * * * * * * * * * * * *
<u>.</u> →	* * * : * * * * * * * * * * * * * * * *
Ò	made payable to TFARER and delivered, in and by
Ś	
鬘	on the balance of princips, remaining from time to time unpaid at the rate of 7 1/2 per cent per annum
-	in instalments as follows: Eight, Six and 62/100's* * * * * * * * * * * * * * * * * Dollars
	on the 1st day of Apr. 19 71 and Eighty Six and 62/100's Dollars or more
	on the 1st day of each month her after with the unpaid balance, if any, due on the 1st day of March, 1991. In addition to the above payment 1'.7th of the annual tax and insurance shall be deposited with the holder of this out each month.
	All such payments on account of the inde ted es 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 late of seven per cent per annum, and all of said principal of said princi
	cipal and interest being made payable at such banking hour for trust company in Dolton Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-
	ment, then at the office of The First National Bank in Do to . in said City,
	NOW, THEREFORE, First Party to secure the payment of he aid principal sum of money and said interest in accordance with the terms, provisions and limitations of .ns trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is h.rc'y 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 City of Harvey
	COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 7 in Block 4 in Streamside Park Subdivision of part of Sections 8 and 9, Township 36 North, Range 14 Earl of the Third Principal Meridian in Cook County, Illinois.
	700
٠,	In the event the property described herein is sold by the maker hereof, then not described herein shall be due and payable in full instanter. Provided however hat the holder of or owner of note may consent to release of this provision for acceleration.
	which, with the property hereinafter described, is referred to herein as the "premises,"
1	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

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 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 uses and trusts herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1.2 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 lies 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 designated age not 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 play in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies, including a case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be eidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including the provided may be a decidenced by the
- 2. The Trustee or the holders of the note r rety secured making any payment hereby authorized relating to taxes or assessments, may do so accord of r ry bill, statement or estimate procured from the appropriate public office without inquiry into the accurr that such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or litle or claim thereof.
- 3. At the option of the holders of the note and without yotice of First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notw that adding anything in the note or in this trust deed to the contrary, become due and payable (a) immedia. It is the case of default in making payment of any instalment 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 force is a 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 coeleration 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 a finonal indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on brial of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's fees, outlays for docum ntary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated at the interpretation of the decree) of procuring all such abstracts of title, title searches and reminding, guarantee policies, Torrens certificates, and similar data and assurances with respect to title a Tristee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to wide to bidders at any sale which may be had pursuant to such decree the true condition of the title to or tie volue of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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.

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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus 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

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such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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: (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.

- 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.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Tristee has no duty to extinine the title, location, existing, or condition of the primary, and shall Tristee is 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. In misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to the fore exercising any power herein given.
- satisfactory to t'w forc exercising any power herein given.

 9. Trustee 'nail' clease this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence hat all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a "clease hereof to and at the request of any person who shall, either before or after maturity threof produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which "presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee emay accept as true without inquiry. Where a release is requested of a successor trustee of dentification purporting to be executed by a prior trustee hercunder or which conforms in substance with the "scription 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 i strument 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 nite ind which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in 'ri'ing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been excreted or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of D eds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust herein', shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or suc essor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the South Holland Trust & Saving: Bank, not personally but as indebtedness accruing hereunder, or to perform any covenant either express or implied hereir contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter cla 'n ng any right or security hereunder, and that so far as the First Party and its successors and said South Hell: nd Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owne s or any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment the reof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by a tior to enforce the personal liability of the guarantor, if any.

IN WITNESS, WHEREOF, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has carned these presents to be signed by itsPresident, and its corporate seal to be Secretary, the day and year first above written.

SOUTH HOLLAND TRUST & SAVINGS BANK As Trustee As Aforesaid and Not Personally

UNOFFICIAL COPY for said County, in the State aforesaid, do hereby certify that George M. Marovich Vice President of South Holland Trust & Savings Bank, a corporation, andSecretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as VICE President and.... before me his day in person and acknowledged that they signed and delivered the said instrument s their free and voluntary act and as the free and voluntary act of said Corporation, for the 1.23 and purposes therein set forth; and the said also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said co porate seal of said Corporation, to said Instrument as his own free and voluntary act and a the free and voluntary act of said Corporation, for the uses and The Instalment Note mentioned in the within irust Deed has been identified herewith under MAR 5'71 10 50 MM SOUTH HOLLAND TRUST & RUST ₅₃₃

END OF RECORDED DOCUMENT