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This Indenture, Made

February 22,

1971, between

First National Bank of Evergreen Park, 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 July 22, 1970,

and known as trust number 2003

herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY,

herein referred to as TRUSTEE, witnesseth:

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

made payrole ... BEARER and delivered, in and by which said Not the First Party promises to pay out of that portion of the trust estate subject to said Trust Agr ement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate

of 10-34per cent per annur ir installments as follows: Interest only for period from Passaus March 1, 1971 to February 28, 1974, payable annually; and then the sum of march 2, 2000 Control of the sum of the su on the 1st day of March, 1974; and the similar sum of \$550.00 on the 1st day of each and every month thereafter until thereafter until said note is fully

paid except that the final payment of rincial and interest, if not sooner paid, shall be due on the

day of February 1105 evidenced by said note to be first applied to it comest on the unpaid principal balance and the remainder to principal; provided that the principal of ean installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at All such payments on account of the indebtedness

such banking house or trust company in Ringis as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the

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 limitation, of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where it hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trust e, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

The South 1/2 of Lot 6 in Ketelaar's Industrial Park, being a Subdivision of that part of Lot 3 in Raloff's Subdivision lying South of the South line of the Chicago & Calumet Terminal Railroad (except there from the West 100' of the South 200' and the East 275' of the South South 325') 'eing a Subdivision of that part of the SWk of Section 26, Township 3 North, Range 13 East of the Third Principal Meridian, lying South of the center line of the former Calumet Canal Feeder, in Cook County, Illinois.

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

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 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, windows shades, storm doors and windows, floor coverings, in-a-door 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.

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TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

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 mechanic's or other liens 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, spicial assessments, water charges, sewer service charges, and other charges against the premises when the dependent of the repair of the repa
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so account to any bill, statement or estimate procured from the appropriate public office without inquiry it to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, for feture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and with or 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 '4) immediately in the case of default in making payment of any instalment of principal or interest on the or (b) in the event of the failure of First Party or its successors or assigns to do any of the thir so 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 a celeration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien he sof. 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 'rrite' or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary are expert evidence, stemographers' 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 eraint ions, guarantee policies. Torrens certificates, and similar data and assurances with respect to tit e 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 tite to or the value of the premises. All expenditures and expenses of the nature in this paragraph mention a heall become so much additional indebtedness secured hereby and immediately due and payable, with inter st thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of rough in the commenced of the 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 annear.
- 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

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for 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 time 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 for 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 ficiency.

- 7. Trus et or the holders of the note shall have the right to inspect the premises at all reasonable times and places thereto shall be permitted for that purpose.
- 8. Trustee of a no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be of gated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms eneof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence of a secondard or that of the agents or employees of Trustee, and it may require indemnities satisfactory to i', before exercising any power herein given.
- 9. Trustee shall release his 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 denver a release hereof to and at the request of any person who shall, either before or after maturity thereof, you ce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid with 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 bear a critificate of identification purporting to be executed by a prior trustee hereunder or which conforts 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 execute a certificate on any instrument identifying same as the note described herein, it may accept as the g. mair onto herein described any note which may be presented and which conforms in substance with the rescription 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 file. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of he county in which the premises are situated shall be Successor in Trust. Any Successor in Trust here nder 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.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Toustee 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 have 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 discovered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers efferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor snal at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or employers, 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 holder 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.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the First National Bank of Evergreen Park, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, First National Bank of Evergreen Park, 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 Cashier or Trust Officer, the day and year first above written.

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FIRST NATIONAL BANKS FIRST REEN PARK AS TOPS as aforesaid.

By Millian ARTEST AS TOPS AS TOPS AS A TOPS AS

VOER CALC

COOK COUNTY, ILLINOIS

RECOSOR OF DEEDS

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STATE OF ILLINOIS

Cook

I, Sonya C. Polaski

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY

CERTIFY, that Robert M. Honig

Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and.

Joseph C. Fanelli,

Trust Officer, MEXAMETRIC of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant CASHANCONTENSCONDED; 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said AssistantTrust Castar then and there acknowledged that he as custodian of the corporate seal of said Bank to said instrument as his free and voluntary act of said Bank, as Trustee as foresaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th

within Trust Deed has Been identified here The Installment Note mentioned with under Identification No.

CHICAGO PITUR AND TRUS

THE FIRST NATIONAL BANK EVERGREEN PARK

the protection of both the

For

Coop fore the Trust Deed is filed for rece 'd. by this Trust Deed should be identified by the Trustee named herein berower and lender, the note secured

Clark's

FIRST NATIONAL BANK EVERGREEN PARK 3101 WEST 95TH STREET EVERGREEN PARK.

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