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This Indenture, Made

August 23,

19 71, between MELROSE PARK

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

April 29, 1971

and known as trust number 911

herein referred

to as "First Party," and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF TWENTY THOUSAND and no/100 (\$20,000.00)

made payable to the order of 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 the balance of principal remaining from time to time unpaid at the rate of 7½

cent per annun. in a stalments as follows: ONE HUNDRED EIGHTY SIX and no/100

DOLLARS

of October 1971, and ONE HUNDRED EIGHTY SIX and no 100 ARS

first day teach month

until said note is fully para c cept that the final payment of principal and interest, if not sooner

paid, shall be due on the day of October 1986, all such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal re and the remainder to principal; provided that the principal of each instalment unless paid wher due shall bear interest at the rate of reprincipal or each instalment unless paid where due shall bear interest at the rate of reprincipal.

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and all of said principal and interest being made payable at such place in Stone Park Illinois, as the holder or holders of the note may, from time to time in writing appoint, and in absence of such appointment, then at the office of WALTER S. HIGHT in said State of Illinois:

of such appointment, then at the office of WALTER S. HIGHT

in said State of Illinois;

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 'two' deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is being acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its succe sors and assigns, the following described Real Estate situate, lying and being in the AND STATE OF ILLINOIS, to-wit:

Lots 80 to 84 inclusive in Block 19 in H. O. Stone and Company's Vorlds Fair Addition of part of Section 4, Township 39 North, Range 12, Erst of the Third Principal Meridian, lying North and South of Indian Boundary Line, according to the plat thereof recorded January 21, 1929, as document 10262949, in Cook County, Illinois.

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

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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, oweer, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window 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 ont, 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.

NOTE: If interest is payable in addition to stated instalments, strike out from * to *.

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If stated instalments include interest, strike out from † to †.

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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 unnicipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, , sei I 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 degree to contest; (9) keep all buildings and improvements now or hereafter situated on said premises ins ire against loss or damage by fire, lightning or windstorm under policies providing for payment by use murance companies of moneys sufficient either to pay the cost of replacing or repairing the same of the 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 t
- 2. The Trustee or the holders of the note lereby occured making any payment hereby authorized relating to taxes or assessments, may do so according o 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, forfeither the lien or title or claim thereof.
- 3. At the option of the holders of the note and with at 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 (c, innediately in the case of default in making payment of any instalment of principal or interest on the not, c (b) in the event of the failure of First Party or its successors or assigns to do any of the thing, s cofficelly 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 accileration 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 as to it as to be expended after entry of the decree) of procuring all such abstracts of title, title searches and expenses and expenses and expenses and expenses and expenses 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 tile to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned son il become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the mote in connection with (a) any proceeding, including probate and bankruptcy proceedings, to wind either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust died 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
- 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 deficiency.

- 7. It istee or the holders of the note shall have the right to inspect the premises at all reasonable tires or I access thereto shall be permitted for that purpose.
- 8. Tustee 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 he to make hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negliging or or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactors to it before exercising any power herein given.
- 9. Trustee sh." r ase this trust deed and the lien thereof by proper instrument upon presentation of satisfactory eviser that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and de ver a release hereof to and at the request of any person who shall, either before or after maturity that all indebtedness hereby secured has seen paid, which representation Trustee may accept as true without inquiry. Where a release is requested of successor trustee, such successor trustee may accept as the genuine note herein described any note which sears a certificate of identification purporting to be executed by a prior trustee hereunder or which solves in substance with the description herein contained of the note and which purports to be 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 Par'y.
- 10. Trustee may resign by instrument in virting filed in the office of the Recorder or Registrar of Titles in which this instrument shall have be recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of peus of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust have the identical title, powers and authority as are herein given Trustee, and any Trucee resuccessor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by Melrose Park National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as Luc 1 Trustee (and said Melrose Park National Bank hereby warrants that it possesses full power and a thority to execute this instrument), and it is expressly understood and agreed that nothing herein or in s.ic. lote contained shall be construed as creating any liability on the said First Party or on said Melrose Park National Bank personally to pay the said note or any interest that may accrue thereon, or any in one liability, if any, being expressly waived by Trustee and by every person now or hereafter claimic 2 styright or security hereunder, and that so far as the First Party and its successors and said Melrose Park 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, MELROSE PARK NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Salaham, and its corporate seal to be hereunto affixed and attested by its Secretary.

Executed and delivered by the MELROSE PARK NATIONAL BANK, and its individual capacity, but solely in the capacity berein described for purpose of binding the heraln described property, and subject to end pless condition, anything herein to the contrary notwithstending. Described the present likelity or responsibility is assumed by the MELROSE PARK, and TIONAL BANK, or any of the beneficiaries under the wintered, ell such personal liability, it any, being expressly waived and released by pill other parties hereto, and those claiming by, through, or under them.

Yice-Presiden

NATIONAL BANK

Vice-President

Ossign

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	and Secretary, respectively, appear that they signed and delivered the act and as the free and voluntary uses and purposes therein set for	red before me this day in persaid instrument as their or act of said Bank, as Trusteth; and the said Secretary t	erson and acknowledged wn free and voluntary se as aforesaid, for the hen and there acknowl-
	edged that he, as custodian of the corporate seal of said Bank, did affix the cor-		
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within Trust Deed has been identified here- with under Identification No. 15556 Encreo me ingryps commy Trustee.	I M	For the protection of both the borre verand lander, the note secured by this Trust Deed should be identified by the Trust Deed is named herein before, the Trust Deed is filed for recort.	
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