21 849 710 This Indenture, Made March 10 herein referred to as "First Party," and Chicago Title and Trust Company an Illinois cor ratio i herein referred to as TRUSTEE, witnesseth: THAT, WHF CAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the STATE # 2000C AND CIC CTS in t State Bank of Worth ade payable to XXXXXXXXX hich said Note the First Pa specifically described, the said princip , so a and interest on the balance of principal ren paid except that the final payment of principal and interest, if sot s oner paid, shall be due on the 15th day of July 19 97. All such payments on account of the indebtedness evidence by s id one to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of one bunstalment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and intreal being made payable at such banking house or trust Illinois, as the holders of the note vay, from time to time, in writing appoint, and nce of such appointment, then at the office of First State Bank of Worth Cook Lot 45 in Oakwood Hills Fourth Addition, a Subdivision of part of the Last rest 1/4 of Section 13, Township 37 North, Range 12 East of the Third Principal enidian, in Cook County, Illinois 200 ts thereof for so long and during all such times as First Party, its succe

....

Ì.

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 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

TO HAVE A'L TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and the user and the use

#### IT IS FURTHER UNDIRSTOOD AND AGREED THAT:

- 1. Until the indebtedner ale resaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to:

  (1) promptly repair, restore at relation and provide any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premass 1 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 with at reasonable time any building or buildings now or at any time it process of erection upon said premises; (5) comply with all re uir ments of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations is and 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 rec est, o furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protests in the manner provided by a cine, any tax or assessment which First Party may desire to connest; (9) keep all buildings and improvements now or hereafts situated on premises insured against loss or damage by fire, lightning or repairing the same or to pay in full the indebtedness secured nereby all in companies stifactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trust e 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; .... volver all policies, including additional and renewal policies, to holders of the note, and in case of insurance
- 2. The Trustee or the bolders of the note hereby secured making any payment hereby and of it is a relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public of the without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, to be in the or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assig and unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or, b) in he event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph o e hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day in or
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of he jots or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and in uncorrect as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on bunify of Trustee or holders of the note for attorneys' fees, Trustee's fees appraiser's fees, outlays for documentary and expert evidence, stand-raphers' 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 note to prosecute such suit or to evidence to bidders at any sale which may be lad 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 the rate of eight 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 assigna, 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 notic, 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 without regard to the then value of the premises or whether the same shall be then occupied as a homestrad or
  not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and
  yrofits 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 assigna,
  except for the intervention of such receiver, sould 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 of in part of: (1) The indebtedness secured hereby, or by any decree foreclosing

VIZ 643 IZ

- 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 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 at the request of any persor who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness here? I are upon the second of the successor trustees may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification pur orting 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 even do a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described ar no: which may be presented and which conforms in substance with the description herein contained of the note and which purports a be executed on behalf of First Party.
- 10. Trustee may resign by instrument writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In car. of a resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated at all a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trust any Trustee or successor shall be entitled to reasonable commensation for all are performed hereunder. filt. gration, accessor in. A any Trustee

THIS TRUST DEED is executed by the First State Bank of Worth, 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 First State Bank of Worth, 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 said First Party or on said First State Bank of Worth personally to pay the 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 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 First State Bank of Worth 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 guaranter, if any.

IN WITNESS WHEREOF, First State Bank of Worth, not personally but as Tru ых WILLIAMS WILEAGUE, FIRST SHARE BAIK OF WORTH, not personally out as Trustee as aroresaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary-Cashier the day and year first above written.

Marvin C. Hughes Asst. Tr. Officer Asst. Tr. Utilicer of the First State Bank Lambertsen, Asst. Sec.-Cashier appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASCAGNEE then and there acknowledged that the acknowledged that the said instrument as the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as history free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes 72 MAR 28 PM 1 52 21849710 County Clerks The Instalment Note mentioned in the Trust Deed has been identified berewith FIRST STATE BANK OF WORTH FIRST STATE BANK OF WORTH

10 To

10 6825 West 111th Street WORTH, ILL.

END OF RECORDED DOCUMENTS