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TRUST DEED

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Form 353 4-58

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 31, 1972, between Bank of Niles, an Illinois banking corporation, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Mortgagor", and ~~that~~ WHEREAS the Mortgagor is justly indebted to ~~Bank of Niles~~ ~~Bank of Niles~~ on Note Number 1, and to ~~Alfonso Czarkowski and Berta Czarkowski~~ ~~Alfonso Czarkowski and Berta Czarkowski~~ on Note Number 2, in the total principal sum of One Hundred Forty Four Thousand Dollars, evidenced by certain Instalment Notes of the Mortgagor of even date herewith made payable to ~~Bank of Niles~~ the order of Ronald J. Pankau and Carol Pankau as Joint Tenants on Note 1, and to the order of Alfonso Czarkowski and Berta Czarkowski on Note 2, and by which said Notes the Mortgagor promises to pay the said principal sum in instalments as follows: Twenty Four Thousand and no/100 (\$24,000.00) (on each of said Notes)

on the 1st day of January 1973 and Twenty Four Thousand and no/100 Dollars on each of said Notes on the 1st day of each year thereafter, to and including the 1st day of January, 1975, with a final payment of the balance due on the 1st day of January, 1975, with interest payable

monthly on each of said Notes on the principal balance from time to time unpaid at the rate of 6 1/2 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 10 per cent per annum, and all of said principal and interest being made payable at ~~Bank of Niles~~ ~~Bank of Niles~~ in Park Ridge, Illinois, as the trustees of the notes, from time to time, in writing appoint, ~~Bank of Niles~~ ~~Bank of Niles~~

NOW THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the prior force of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid by the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Niles, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

The East 81 feet of the West 709.21 feet of the North 200.65 feet of the South 250.65 feet (measured parallel with the West and South line of Section 9) of the South 24 Acres of that part of the South 1/4 of the South West 1/4 lying West of the center of road in Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

(Both of the aforesaid Notes are equally secured by this Trust Deed.)

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and in a priority with said real estate and not secondarily), and all operating 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, in-door beds, awnings, stores and water heaters. All of the foregoing are deemed 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 Mortgagor 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 to the uses and trusts herein set forth.

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 mortgagor its successors and assigns.

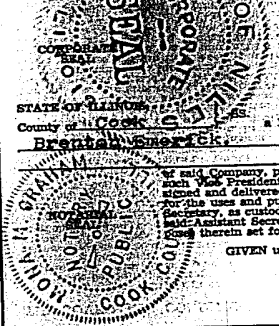
In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its ~~President~~ ~~President~~ and attested by its ~~Assistant Secretary~~ ~~Assistant Secretary~~ on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions authorized the note herein described may be executed on behalf of said corporation by its President and Secretary.

BY Robert R. Chudil PRESIDENT  
ATTEST: Monna M. Graham SECRETARY

STATE OF ILLINOIS, County of Cook, I, Monna M. GRAHAM a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert R. Chudil President of the Bank of Niles and Monna M. Graham Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of March, A. D. 19 72



21 877 687

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

1. Mortgagor shall (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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness secured by this 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) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against 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 replacement 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 heretofore required of Mortgagor 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 thereof, or redeem from any tax sale or foreclosure affecting said premises, or contest any tax assessment, or pay any taxes or assessments, or pay any expenses, past or present, incurred in connection therewith, including attorneys' 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 each matter concerning which action herein authorized may be taken, all to be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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 Mortgagor.

5. The Trustee or the holders of the note hereby securing making any payment hereby authorized relating to taxes or assessments, may do so according to a 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 thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor as contained herein.

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 thereon 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 or 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, costs of advertising, costs of preparing and filing affidavits, costs of preparing and filing bills of sale, costs of preparing and filing certificates, and similar disbursements, and similar disbursements 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 the title to the premises at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, and the expenses of the decree and of the sale of the premises, and all unpaid 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 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 the decree 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 validity of the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure or 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 or sale 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 surplus to Mortgagor, his successors 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 Mortgagor 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 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 a receiver is appointed, 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 or any part of such period. The court 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.

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 hereof.

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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated to do so in the areas 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 assignment 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 person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note or certificate that all indebtedness hereby secured has been paid, which representative of the note or certificate of payment, such successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting 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 the corporation herein designated as the maker and where the release is requested of the original trustee and if any never executed 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 the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall be recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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 are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" shall include all such persons and all persons claiming under or through them at the date of this trust deed, whether or not such persons shall have executed the note or this Trust Deed.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

APR 24 '72 2 02 PM

*Linley R. Olson*  
RECORDER OF DEEDS

21377687

<b>IMPORTANT</b>		The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>21377687</u>	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.		CHICAGO TITLE AND TRUST COMPANY, Trustee, by <i>Carlisle B. Baker</i> Assistant Secretary Vice President Trust Officer	
D E L I V E R Y	NAME	HOWARD A. MCKEE	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	STREET	111 W. MONROE STREET	
	CITY	SUITE 2233 CHICAGO, ILLINOIS 60603	
	INSTRUCTIONS	OR 533	
	RECORDER'S OFFICE BOX NUMBER		

END OF RECORDED DOCUMENT