555703 21 937 54n This Indenture, Made 1972, between Standard Bank and Trust 9 June 5, COMPANY, an Illinois Corporation, 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 June 5, 1972 3778 and known as trust number herein referred to as "First Party," and Chicago Title Insurance Company an Illinois corporation 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 Twenty-Three Thousand and no/100 (\$23,000.00) made payable to BRAREEN ASHLAND STATE BANK which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust becament and hereinafter specifically described, the said principal sum and interest as of June 15, 1972 on the balance of principal remaining from time to time unpaid at the rate 7 per ent per annum in installments as follows: One Hundred Seventy-Eight & DOLLARS of 19 72 and One Hundred Seventy-Eight & 32/100 Dollars 1st day of August on the (\$178.32) 1st d y of each xandx month thereafter until said note is fully paid except that the final represent of principal and interest, if not sooner paid, shall be due on the list

day of Julu 1992. All such payments on account of the indebtedness evidenced by said note to be arst applied to interest on the unpaid principal balance and the remainder to principal; provided that the primary of each installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all c s ad principal and interest being made payable at such banking house

or trust company in Chi cago Illinois, as the holders of the note may, from time to time, in writing a point and in absence of such appointment, then at the office of

in said City

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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, it is coessors and assigns, the following described Real Estate situate, lying and being in the

City of Chicago

County of Cook and State of Illinois, to wit:

Lot 2 in Block 4 in Central Park West First Audition being a Subdivision of the East half of the Northwest quarter of Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, in Croic County, Illinois.**



which, with the property hereinafter 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, 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.

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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.

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, 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 recipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment he he first Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated a se d 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 replacing or repairing the samt or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under a surance 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 to deliver all rollines, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any for ar a manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on price oncumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or tit e or c aim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assess ment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to properly the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concernin (w) ch action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall be so mediately 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 the non account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the none he eby secured making any payment hereby authorized relating to taxes or assessments, may do so according to 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, forfeiture, tax lien this or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwiths arting anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the contrary, become due and payable (a) immediately in the contrary of default in making payment of any installment 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 forth in paragraph or thereof 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 acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In ar, wit 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 alle all expenditures and expenses which may be estimated as to items to be expended after entry of the decree) a procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates; and six like data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary of the 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 title to or the value of the premises. All expenditures and expenses of the nature in this prograph mentioned shall become so much additional indebtedness secured hereby and immediately due and pay able, 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 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

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sale, without notice, 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 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.

- 7. 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 missions to that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exacting 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 arrease hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee nay accept as true without inquiry. Where a release is requested of a successor trustee, 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 original runce and it has never executed a certificate on any instrument identifying same as the note described hereir. It may accept as the genuine note herein described any note which may be presented and which conforms it substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded to filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the condaty 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.

THIS TRUST DEED is executed by Standard Bank and Trust Company, in personally but as Trustee (and said Standard Bank and Trust Company, hereby warrants that it possesses all dower and authority to execute this instrument), and it is expressly understood and agreed that nothing by the real of the said note contained shall be construed as creating any liability on the said First Party or confidence of any indebtedness accruing hereunder, or to perform any covenant either express or implied herein consided, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter of iming any right or security hereunder, and that so far as the First Party and its successors and said Standard Bank and Trust Company, 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, STANDARD BANK AND TRUST COMPANY., 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 Secretary, the day and year first above written.

AND TO GO OF THE STATE OF THE S

STANDARD BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

Vice-President Vancilla

Assistant Secretary

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OUNTY OF COOK	} 89. I,		Cora E. Doss		
		ic, in and for said	County, in the State afor	esaid, DO HEREBY CER-	
	TIFY, that		John J. Balko		
	randra et en	37*	D . 1		
		Vice-President of Standard Bank and Trust Company, and			
	Irma Hamilton Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names				
OOM	are subscribed Secretary, resp they signed a and as the fr uses and purp acknowledged the corporate act and as the and purposes	to the foregoin sectively, appeare and delivered the ee and voluntar coses therein set f that he, as cus seal of said Ba free and voluntar therein set forth.	g instrument as such Vid before me this day in persaid instrument as their or y act of said Bank, as Torth; and the said Assistant todian of the corporate sonk to said instrument as ray act of said Bank, as Trus	ce-President, and Assistant rson and acknowledged that own free and voluntary act rustee as aforesaid, for the at Secretary then and there eal of said Bank, did affix his own free and voluntary tee as aforesaid, for the uses 9th	
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