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This Indenture, Made May 11,

21 938 319

19 72, between

Mount Prospect State Bank, a 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 September 15, 1970,

and known as trust number 155

herein referred to as "First Party," and Paltine National Bank

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 four thousand and no/100.....

made payable to 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 rold Trust Agreement and hereinafter specifically described, the said principal sum and interest

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

per cent per annum in installments as follows: One hundred sixty nine and 64/100 DOLLARS, One hundred sixty nine and 64/100 and name of 1972 and on the 10th day of June

3Jth day of each month

thereafter until said note is fully

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

30thday of May 1997. All such payments on account of the indebtedness evidenced by said not to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the remainder to principal provided the principal of each installment unless paid when due shall bear interest at the remainder to the remainder to principal and interest being made payable at highest let all rate such banking house or trust many in Elk Grove Village.

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the

Suburban National Lank of Elk Grove Village

NOW, THEREFORE, First Part to secure the payment of the said principal sum of money and said interest in accordance with the terms, vov sions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hard pail, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying an 1 being in the COUNTY OF AND STALE OF HALINOIS, to-wit:

Lot 2455 in Elk Grove Village Section 8, raing a Subdivision in the South half of Section 33, Township 41 North, Range 11, East of the Third Principal Meridian, according to plat thereof recorded on October 9 1959, as document 17694090, in Cook County, Illinois **

Permanent Tax No. 08-33-408-025



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

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, 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 h. h. wo municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special care special assessments, water charges, sever service charges, and other charges against the premises when lue, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor (6) pay in full under protest in the manner provided by statute, any tax or assessment which First Party na, desire to contest; (9) 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 paymen. Yo the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sum or to pay in full-the indebtedness secured hereby, all in companies satisfactory to 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 policies, including additional and renewal policies to holders of the note, and i

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- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may 6.3 so ... ording to any bill, statement or estimate procured from the appropriate public office without inqu'y in o 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.
- 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 are d shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and p yable (a) immediately in the case of default in making payment of any instalment of principal or interaction, the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the brings specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due who are, by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the land reof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional inductions in the decree for sale all expenditures and expenses which may be paid or incurred by or on benaif of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for doour on ary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated 1.3 of items to be expended after entry of the decree) of procuring all such abstracts of title, title searcnes are examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect of title 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 title to or the value of the premises. All expenditures and expenses of the nature in this paragrap mentioned shall become so much additional indebtedness secured hereby and immediately due and pay, ole, 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 proceeding, by which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the coreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) reparations for the defense of any threatened suit or proceeding which might affect the premises of 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. 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 chall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly of "gated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its war gross negligence or misconduct or that of the agents or employees of Trustee, and it may require any interest attacking the property of the proper
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of stisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee are 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 representing that all indebtedness hereby scured has been paid, which representation Trustee may accept as true without inquiry. Where a releast is requested of a 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 here ander or which conforms in substance with the description herein contained of the note and which pupper to be executed on behalf of First Party; and where the release is requested of the original trustee ad it has never executed a certificate on any instrument identifying same as the note described herein, it me accept as the genuine note herein described any note which may be presented and which conform in substance with the description herein contained of the note and which purports to be executed on be alf 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 instrume and law been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the tien Recorder 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.

Mortgagor further agrees to pay each month a sum of money equal to 1/12 of the annual real estate taxes and a sum equal to 1/12 of the insurance premiums required for said property. c^* e same to be held and credited to an escrow account by mortgagee.

THIS TRUST DEED is executed by the undersigner Trustee, not personally, but as Trustee 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, undertainings and agreements herein made 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 personality but this instrument is executed and delivered by the Mt. Prospect States Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal respirately, it is assumed by, nor shall at any time be asserted or enforced against, the Mt. Prospect States the party of the mile personal trustment of any covenant, undertaking or agreement herein or in a deprincipal note contained, either expressed or implied, all such personal liability, if any, being hereby corressly waived and released by the party of the second part or holder or holders of said principal or intensit 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 a reed that the Prospect Stateank, individually, shall have no obligation to see to the performance of any of the covenants herein contained and shall not be personally liable for any of or nonaction taken in violation of any of the covenants herein contained, it being understood that the pay tent 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, Prospect State Bank, not personally but as Trustee a aforesaid, has caused these presents to be signed by its The President; and its corporate seal to be hereunt of xed and attested by its Assistant Sessintar the day and year first above written.

Mount Prospect State Bank
Trustee as aforesaid and not personally,
Trust Officer
ViscoPression

Vice-President

ASSISTANT Secretary Assistant Cashier

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TATE OF ILLIN	(OIS)	
OUNTI OF HIS MARKET	I. Euclin H. Has	
	a Notary Public, in and for said County, in the State afore	aid, DO HEREBY
	CERTIFY, that R. F. Bittrich. Trust Officer of MOL	NT PROSPECT STATE
	BANK VissePresident of the . , and	1
	Vernette Scamehorn, Assistant Secretary of said Bank, who are personally known to me to be the s	, *Assistant*Cashier ame persons whose
	names are subscribed to the foregoing instrument as such Trust and Assistants Ezahlerr respectively, appeared before me this daknowledged that they signed and delivered the said instrument as voluntary act and as the free and voluntary act of said Bank, a said, for the uses and purposes therein set forth; and the said As	y in person and ac- their own free and s Trustee as afore-
	and there acknowledged that she, as custodian of the corporat	
O/X	did affix the corporate seal of said Bank to said instrument as voluntary act and as the free and voluntary act of said Bank, a said, for the uses and purposes therein set forth.	
ar Mirita	GIVEN under my hand and notarial seal, thisllth	
ophilletter	day of May A.D. 1972	
	SulyEnely	N. Hoes
		Notary Public.
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The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	For the and lence and lence she named filed for	
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