21 941 021

Mally (188),

٠,	THIS INDENTURE, made this 1st day of JUNE , A. D. 19.72 , bet	ween
	South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the Sta Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not per ally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said I	te of rson-
)	in pursuance of a Trust Agreement, dated the 31st day of MAY 1972, and kn	own
	as Trust Number 1702 , herein referred to as "First Party," and	
	CHICAGO TITLE INSURANCE COMPANY, a corporation	
g.		
7	herein referred to as Trustee, witnesseth:	
σ	TH' f, WHEREAS First Party has concurrently herewith executed an instalment note bearing	even
18	date herewith the principal sum of FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY TWO AND 80/1	00
<u>`</u>	Dollar	ARS,
10	made payable to FEA LER and delivered, in an	d by
Ó	which said Note the First Party promises to pay out of that portion of the trust estate subject to Trust Agreement and he confiter specifically described, the said principal sum and interest	said
(32-6)	on the balance of principa re naining from time to time unpaid at the rate of SIX (6) per cent per an	inum
5	in instalments as follows: TOURTEEN THOUSAND THREE HUNDRED THIRTEEN AND 20/100	
_	on the 1st day of JUNE 1973 and FOURTEEN THOUSAND THREE HUNDRED THIRTE	EEN AND
20/	100n the 1st day of each JUNE that fter including interest until the principal and	nount is
	fully paid.	
	All such payments on account of the indebt due so videnced by said note to be first applied to into on the unpaid principal balance and the remainant principal; provided that the principal of each in ment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said	nstal-
	cipal and interest being made payable at such banking house or trust company in Lansing Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such app	noint-
	ment, then at the office of MARTIN J. HOUSMAN in said	
	NOW, THEREFORE, First Party to secure the payment of the faid principal sum of money and	noid.
	interest in accordance with the terms, provisions and limitations of his trust deed, and also in consition of the sum of One Dollar in hand paid, the receipt whereof is here y acknowledged, does by presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the	dera- these
Subo of S East West then	COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 10 (except the East 200.00 feet (except the South 191.66 feet of the West 305.00 feet of the East 505.00 feet thereof division of the North 50 acres of the West $\frac{1}{2}$ of the South East $\frac{1}{4}$ and East $\frac{1}{2}$ of the South Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, excepting $\frac{1}{2}$ of the South West $\frac{1}{4}$ of said Section 25, 20 acres described as follows: for uning a corner of the East $\frac{1}{2}$ of the South West $\frac{1}{4}$ of said Section 25; thence running East 6.16 nee North 32.47 chains; thence West 6.16 chains; thence South 32.47 chains to the Place inning, in Cook County, Illinois.) in the th West $\frac{1}{4}$ g from that the So chains;
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	170	00
	To the second	4

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.

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. (3) refrain from making material alterations in said premises except as required by law or municipal ordinances; (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 wri'cen request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under p otest, in the manner provided by statute, any tax or assessment which First Party may desire to contact, (9) keep all buildings and improvements now or hereafter situated on said premises insured agains los or damage by fire, lightning or windstorm under policies providing for payment by the insurance companic of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the incobactes secured hereby, all in companies satisfactory to the holders of the note, such rights to be evidered 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 holders of th
- 2. The Trustee or the holders of the note here y 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 or title or claim thereof.
- 3. At the option of the holders of the note and without note at First Party, its successors or assigns, all unpaid indebtedness occured by this trust deed shall, notwithsteading anything in the note or in this trust deed to the contrary, become due and payable (a) immediately a he case of default in making payment of any instalment 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 it paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after an expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by seculeration or otherwise, holders of the note or Trustee shall have the right to forcelese the lien hereof.
- In any suit to foreclose the lien hereof, there shall be allowed and included as addition? indestedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or och of of Trustee or holders of the note for atterneys' fees. Trustee's fees, appraiser's fees, outlays for docum, any and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to 'tems 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's fees not expense 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 videous 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 thereof 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; four 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 forcelese this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either beto or after 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 for closure sale; (2) the deficiency in case of a sale and deficiency.

7. Thistee 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 error, 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 but exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence chall 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 threof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, and successor trustee may accept as the genuine note herein described any note which bears a certificate of decidation 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 First Party; and the new release is requested of the original trustee and it has never 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 purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in riting filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been reformed or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dec.s or the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereinder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or success r shall be entitled to reasonable compensation for all acts performed hereinder.

11. Mortgagee does hereby give to Mortgagor the right to pre-pay the balance due hereunder at any time subject to the following prepayment v.p.lty:

The prepayment penalty shall be the increased income tax inbility of Mortgagee for both Federal and State income Taxes over the amount of income tax that would otherwise be payable except the prepayment income. The United States Judice Tax Return for 1971 shall be used as a basis for computing the increased income tax and the sum of \$3000.00 as the cost of acquisition basis for the real estate.

THIS TRUST DEED is executed by the South Holland Trust & Savings Lank, no 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 South Holland Trust & Savings Bank, hereby warrants that it posses as 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 of oil said South Holland Trust & Savings Bank personally to pay the said note or any interest that may accrue in received, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contracted, 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 South Holland Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owness of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment the cof, 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, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be the personal presents and attested by its South Holland Trust & Savings Bank,
As Trustee As Aforesaid and Not Personally

By Jung Walnows

President

Secretary

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	TATE OF ILLINOIS, } ss.	Santa Santinopoli
	I Ronald Bullema a notary public in and	1
	I,	1
	Nice President of South Holland Trust & Savings Bank, a corporation, and C.H.	5. Pulp
	Dekker, Jr. Secretary of said Corporation, personally known	grow, (appell
	toe to be the same persons whose names are subscribed to the foregoing Instrument as	1
	such	A E. ESCO
	before the his day in person and acknowledged that they signed and delivered the said in- strument of their free and voluntary act and as the free and voluntary act of said Corpor-	
	ation, for the said purposes therein set forth; and the saidSecretary did	000
	also then and there acknowledge that he as custodian of the corporate seal of said Corpor-	
	ation did affix the sola corporate seal of said Corporation, to said Instrument as his own free	
	and voluntary act and as the free and voluntary act of said Corporation, for the uses and	
	purposes therein set fort	
	Given under my hand an' notarial seal this lat day of June	
	A. D. 19.22	
	Notary Puplic's	
thin	to the second of	
ie wi	A COOK COUNTY, ILLINOIS STORES STORES STORES STORES	
in th	HINDER FOR RECORD UP TO THE TOTAL STREET OF THE PARTY OF	
The Instalment Note mentioned in the within	a :	
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END OF RECORDED DOCUMENTS