21 215 582 This Indenture, Made 19-70, between May 28th Beverly Bank, an Illinois Banking 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 April 30, 1970 and known as trust number herein referred to as "First Party," and ALSTP BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF SIXTEEN THOUSAND AND NO/100 (\$16,000.00)----ade 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 said Trus Agreement and hereinafter specifically described, the said principal sum in monthly ONE HUNDRED AND SEVENTY TWO AND NO/100 (\$172.00)------ DOLLARS, more insta mei ts as follows: Dollars or more 1970 and ONE HINDRED AND (SEVENTY) on the day of .5 H day of each -----and every month----- thereafter, to and including the 15th day of May 1982, with a final payment of the balance due on the 19 02 with interest from disbursement date day of June on the principal balance from time to time ur and at the rate of 7 3/4% per cent per annum payable ; each or sa's instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all a said principal and interest being made payable at such banking Alsip house or trust company in Illinois, as the holders of the note ...a., from time to time, in writing appoint, and in absence of such appointment, then at the office of Apply bink-11900 S. Crawford Avenue---- in said City. NOW, THEREFORE, First Party to so are the payment of the said principal sum of money and said interest in accordance with the terms, p.o isions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the eccipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey into the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COOK AND STATE OF I LIE OIS, to-wit:

Lot 4 in Block 5 in A. T. McIntosh and Company's Carden Homes Subdivision, being a Subdivision of the South West quarter of the South Vest quarter and the South East quarter of the South West quarter (except the South 7.79 chaines thereof) of Section 23, Township 37 North, Range 13 East of the 'n' cd Principal Meridian, in Cook County, Illinois.



which, with the property nereinafter 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 lor, 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 mits 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

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; (7) pay before any penalty attaches all general taxes, and pay special the use thereof; (6) refrain from making material alterations in said premises except as required have or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises reduc, and upon written request, to turnish to Trustee or to holders of the note duplicate receipts therefore, (3) pay in full under protest in the manner provided by statute, any tax or assessment which First and the surred 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 same x to pay in full the indebtedness secured hereby, all in companies satisfactory to the benefit of the object, and to deliver all policies, 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
- 2. The Trustee or the holders of the note hereby secured making, any payment hereby authorized relating to taxes or assessments, may to so according to any bill, statement or estimate procured from the appropriate public office without hours into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, for iture, 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 true ectishall, notwithstanding anything in the note or in this trust deed to the contrary, become due and probe (a) immediately in the case of default in making payment of any instalment of principal or interest or 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 one hereof 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 wheth r by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien bereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebt dness in the decree for sale all expenditures and expenses which may be paid or incurred by or on bela. or Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for do un mary and expert evidence, stenographers' 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 scarcues and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to ditle as Trustee or holders of the note may deem to be reasonably necessary either to prosecute sich with 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 paragral h mentioned shall become so much additional 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 nolde so of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the cry steed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the trecolosure 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 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 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 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 profection, 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 and access thereto shall be permitted for that purpose.

s 1 ustee has no duty to examine the title, heation, existence, or condition of the premises, nor shall Tristy be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by at terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross legificate or misconduct or that of the agents or employees of Trustee, and it may require indemnities so is converted to the exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory enduce that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and doncer a release hereof to and at the request of any person who shall, either before or after mature, increof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been faid, which representation Trustee may accept as true without inquiry. Where a release is requested a a necessor trustee, such successor trustee may accept as the genuine note herein described any no e 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 First Party; and where the release is requested of the original trustee and it has tey'r executed a certificate on any instrument identifying same as the note described herein, it may accept is the genuine note herein described any note which may be presented and which ports to be executed on behalf of First ray.

10. Trustee may resign by instrument in rung filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust, creunder shall have the identical title, powers and authority as are herein given Trustee, and any rust even successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trustee, not per unally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, a ythin herein to the contrary notwithstanding, that each and all of the covenants, undertakings 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 personally, but an extrument is executed and delivered by Beverly Bank, as Trustee, solely in the exercise of the powers of the powers

Anything herein contained to the contrary notwithstanding, it is understood and agreed that lever y Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in viola 'o any of the covenants herein contained, it being understood that the payment of the money secured here's and the performance of the covenants herein contained shall be enforced only out of the property hereby mortigged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Beverly Bank, 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 Trust Officer—Assistant Cashier, the day and year first above written.

BEVERLY BANK

As Trustee as aforesaid and not nersonally,

Vice President

COOK COUNTY, ILLINOIS STATE OF ILLINOIS 21215582 Jul 21 '70 2 13 PH COUNTY OF COOK Sylvia R. Miller a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christian F. Henning, Jr.

Assistant: Vice-President of Beverly Bank, and VICE PRESIDENT Roy K. Berkenfield Roy K. Berkenfield

***RETAIL PLANT OF SAID BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Trust Officer-Assistant Cashier, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Assistant Cashier, then and there acknowledged that they... as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this My Commission Expires Oct. 7, 1970 The Installment Note mentioned in the within Trust Deed has been identified here-Beverly, Bank as Trustee To Property Address. 11728 S. Hamlin Avenue Garden Homes, Illinois

END OF RECORDED DOCUMENT