

Unit 49-55-193 (3)

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THIS INDENTURE, Made July 18 19 70 between La Salle National Bank, a national 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 July 1, 1970 and known as trust number 40937 herein referred to as "First Party," and First National Bank of Lincolnwood an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF

THIRTY-FIVE THOUSAND AND NO/100/ DOLLARS, 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 said 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 of 8% per cent per annum in instalments as follows: \$361.58 DOLLARS on the 1st day of September 19 70 and \$361.58 DOLLARS on the 1st day of each month thereafter until said note is fully paid except that the final

payment of principal and interest, if not sooner paid, shall be due on the 1st day of August 1983. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Lincolnwood Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of First National Bank of Lincolnwood in said City and Village. NOW, WHEREFORE, First Party to secure the payment of the said principal sum of money and of interest thereon in accordance with the terms, provisions and conditions of this trust deed, 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, its successors and assigns, the following described real estate situated, lying and being in the City of Chicago AND STATE OF ILLINOIS, to wit:

Lot 258 in Kream and Dato's Polo Grounds Addition to North Edgewater in South West 1/4 of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian taken for Lincoln also that part of East 1/2 of South West 1/4 of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian lying North Easterly of Lincoln Avenue as Widened and South of Kream and Dato's Polo Grounds Addition to North Edgewater and West of California Avenue.



which, with the property hereinafter described, is referred to herein as the "premises." WHEREFORE, all improvements, easements, assessments, 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 to supply heat, hot air conditioning, water, light, power, refrigeration, heating and air conditioning, ventilation, including water heaters, screens, window shades, storm doors and windows, door coverings, indoor-outdoor awnings, stores and water heaters) all of the foregoing and all other things, and all other articles hereto attached thereto or hereon, 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 terms 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) pay when due any taxes, assessments, 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 receipts therefor; (3) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the amount of loss secured hereby in the event of a loss or damage; (4) keep all policies of insurance to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to purchase renewal policies; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations to the premises, and upon request exhibit satisfactory evidence of the discharge of such obligations to the or to holders of the note; (7) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (8) refrain from making material alterations to the premises, and upon request exhibit satisfactory evidence of the discharge of such obligations to the or to holders of the note; (9) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (10) refrain from making material alterations to the premises, and upon request exhibit satisfactory evidence of the discharge of such obligations to the or to 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 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 thereon. 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, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the 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 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 whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien 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 and 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, outlays for documentary and record evidence, stamp duty, registration charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and accessories 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 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 paragraph 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 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 proceeding, 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 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 advocacy or insolvency at the time of appointment of such receiver, or the person or persons, or the amount 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 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 for such case. The receiver shall have power to manage and operate the premises during the whole of said period, and 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.

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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 ordered by the terms 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.

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 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 heretofore secured has been paid, which representation Trustee may accept as true without inquiry. Where a release 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 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 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 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 First Party.

10. Trustee may resign by instrument in writing 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, liability 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 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.

**NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY RECITED IN THE TRUST DEED AND NOTE, AT THE OPTION OF THE LEGAL HOLDER THE UNPAID BALANCE SECURED HEREBY SHALL IMMEDIATELY BECOME DUE AND PAYABLE UPON THE TRANSFER OF THE LEGAL TITLE.**

THIS TRUST DEED is executed by the La Salle National Bank, not 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 La Salle National Bank hereby warrants that it possesses 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 to limit the liability on the said First Party or on said La Salle National Bank personally to pay the said note or any interest thereon, or to waive any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such obligations being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and the said First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment of the principal of the lien hereby created in the manner herein and in said note provided or by action to enforce the same, if any.

LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed and sealed with its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, As Trustee as aforesaid and not personally,  
 By M. Tillin ASSISTANT VICE-PRESIDENT  
 Attest M. Tillin ASSISTANT SECRETARY

STATE OF ILLINOIS )  
 COUNTY OF COOK ) ss. MARY B. ROUNDS  
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
G. B. MAXWELL  
M. TILLIN Assistant Vice President of the LA SALLE NATIONAL BANK, and

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged said Bank, as custodian of the corporate seal of said Bank, and affix the corporate seal of said Bank to said instrument as its 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 21st day of July, A. D. 19 70  
Mary B. Rounds  
 Notary Public  
 My commission expires 4/28/74.

**IMPORTANT**  
 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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 2913  
**THE FIRST NATIONAL BANK OF LINCOLNWOOD**  
 Trustee

COOK COUNTY, ILLINOIS  
 FILED FOR RECORD

JUL 23 1970 3 00 PH  
 DEED NATIONAL BANK

Name: First Nat'l of Lincolnwood  
 Address: 6401 W. Lincoln Ave.  
 City: Lincolnwood, Ill.

FORM 104  
 533

RECORDED OF DEEDS  
 21218180

THE ABOVE SPACE FOR RECORDERS USE ONLY

La Salle NATIONAL BANK  
 135 South La Salle Street  
 CHICAGO  
 J.J.K.  
 FORM 808

END OF RECORDED DOCUMENT