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TRUST DEED

21 252 067

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made August 27th, 1970, between Western National Bank of Cicero, 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 March 8, 1957 and known as Trust No. 1630 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY, 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 -EIGHTEEN THOUSAND AND NO/100 - (\$18,000.00) DOLLARS made payable to ~~WESTERN~~ FIRST NATIONAL BANK OF MAYWOOD 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 ~~of \$18,000.00~~ and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7-3/4% per annum, in installments as follows: -ONE HUNDRED SIXTY-NINE & 43/100 DOLLARS (\$169.43) on the 5th day of OCTOBER, 1970, and \$169.43 on the 5th day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on September 5, 1985. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest and the balance to principal bearing interest after maturity at the rate of ~~seven~~ eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in ~~the~~ Eight Maywood 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 B.N. OF MAYWOOD, 150 South Fifth Avenue, Maywood, Ill.

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

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 limitations of this trust deed, 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, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots Seven (7), Eight (8), Nine (9) and Ten (10) [except the West forty-seven feet (47') hereof] in Block Two Hundred Fifty-seven (257) in Maywood in the Southwest Quarter of Section Two (2), Township Thirty-nine (39) North, Range Twelve (12), East of the Third Principal Meridian in Cook County, Illinois;

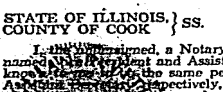
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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, assessments, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a par 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 covering, radiator bases, 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 included 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.

This deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof.

Witness my hand and the corporate seal of the Western National Bank of Cicero, not personally but as Trustee as aforesaid, this day and year first above written.



WESTERN NATIONAL BANK OF CICERO As Trustee as aforesaid and not personally. By *Joseph P. Peralta* Vice-President ATTEST *John J. Cook* Assistant Secretary

STATE OF ILLINOIS, } SS. COUNTY OF COOK, } I, *William P. Vitone*, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Secretary and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, personally known to me, and the same persons whose names are subscribed to the foregoing instrument as such 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 Corporation for the uses and purposes therein expressed, and that the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as constituted by the Board of Directors of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument and that the said Assistant Secretary, as constituted by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th Day of August A.D. 19 70

William P. Vitone Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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 building or improvements now or hereafter on the premises which may become damaged; (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 when required 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 ordinance 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 tax or assessment is levied or assessed, 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 receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may 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 payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance 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 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 may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. 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 protect the mortgage premises and the lien hereof, plus reasonable compensation for Trustee for such matters concerning which action herein authorized is taken, shall be as a first lien on the premises secured hereby and shall become immediately 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 them on account of any of the provisions of this paragraph.
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, state 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 claim thereof.
3. At a vote 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 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 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 incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, surveys for documentary and exp. ..., mapographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of proceeding to search and examine public records, title insurance policies, or other similar expenses, and all other expenses which may be incurred 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 the terms of the trust condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become 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 proceeding which might affect such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any proceeding which might affect such right to foreclose 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 liens and claims additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, to the holder of the note; fifth, 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 of the person or persons for such receiver, whether the same shall be then occupied as a home, and if not and the Trustee hereunder may be appointed as such receiver. Each 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 any further time when First Party, its successors or assigns, may exercise the right of redemption, 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 misconduct or that of its agents or employees or 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 paid in full. Trustee may execute and deliver to Trustee as aforesaid, 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 may accept as true without inquiry. Where a release of a mortgage is required, such payment may be accepted as the genuine note herein described and note which bears a certificate of identification purporting to be executed by a party to this trust deed 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 required of the original note and it has been executed a certificate on any instrument identifying same as the note described herein, may be accepted 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 Register of Deeds of the county in which the premises are situated shall be or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Register 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.

11. MORTGAGOR AGREES to make deposits with the holder of the note described herein each month equal to one-twelfth (1/12th) of the annual real estate taxes, and an amount equal to one-twelfth (1/12th) of the annual insurance premiums, which deposits shall be in addition to and made at the same time as the stipulated payments provided for hereunder; and, further such deposits shall bear no interest.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 31 '70 3 03 PM

21252067

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 Note mentioned in the within Trust Deed has been identified herewith under Identification No. 21252067

CHICAGO TITLE AND TRUST COMPANY

by [Signature]
ASST. SECRETARY

NAME _____

STREET _____

CITY _____

OR

INSTRUCTIONS _____

RECORDER'S OFFICE BOX NUMBER 871

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE PARTY HEREIN

901 North 9th Avenue
Maywood, Illinois

