

SEP 25 62-59-943 L

TRUST DEED

22 490 544

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 18, 1973, between Maywood-Proviso State Bank, an Illinois 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 dated July 24, 1973 and known as trust number 3243, herein referred to as "First Party," and Melrose Park National Bank

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 Fourteen thousand five hundred and no/100--(2500.00)---Dollars, made payable to FARRER, and delivered, by 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, and the co-makers thereof personally promise to pay the said principal sum and interest from

on the balance of principal remaining from time to time unpaid at the rate of 7-3/4 per cent per annum in instalments as follows: One hundred nineteen and 04/100--(\$119.04) or more Dollars on the 1st day of November 1973 and One hundred nineteen and 04/100--- (\$119.04) 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 October 19 93. 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 Melrose Park 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 Melrose Park National Bank in said City,

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 Five Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 36 in Block 4 in Western Addition being a subdivision of the West half of the South East quarter of Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

The Co-signers of the Instalment Note described herein also agree to deposit with the holder hereof 1/12 of the taxes each month.

500

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 thereon 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 coverings, interior 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 on 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 hereinafter 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 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 machines 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, furnish satisfactory evidence of the discharge of such prior lien to trustee or to holders of the notes; (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 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 written request to furnish to trustee or to holders of the notes 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 either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME MELROSE PARK NATIONAL BANK
STREET 17th Avenue at Lake Street
CITY Melrose Park, Illinois 60160
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 669

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1832 South 16th Avenue
Broadview, Illinois 60153

22 490 544

# UNOFFICIAL COPY

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 claim to expedite 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 hereinbefore set forth in any form and under defined circumstances 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 lien or other prior lien on title or claim thereof, or redem from any tax sale or forfeiture affecting the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, but be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction 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, 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 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 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 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 searches and examinations, guarantee policies, Torrens certificates, and similar abstracts and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to avoid or riddera 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 any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant. (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, (b) any proceeding for foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the title or the security of the premises shall not be considered as actual indebtedness.

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 of 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 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 prior to 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, and shall extend to the solvency or insolvency of the obligor of this trust deed. The receiver shall have power to collect the taxes, interest, and principal on the indebtedness secured hereby, and without regard to the then value of the premises or whether the same are encumbered or not and the Trustee hereunder may be appointed as such receiver. Such receiver, during the term of his appointment, shall have power to issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the term 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 purpose of redemption 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 or any part of the period from time to time that he 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 lien or 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; (3) any other lien or claim which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (4) 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 the agents, 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 and delivery request of any release which shall be requested by or on behalf of a bona fide purchaser of the premises and the Trustee hereunder may be appointed as such receiver. Such receiver, during the term of his appointment, shall have power to issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the term 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 purpose of redemption 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 or any part of the period from time to time that he 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 lien or 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; (3) any other lien or claim which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (4) the deficiency in case of a sale and deficiency.

10. Trustee may resign by instrument in writing filed in 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, then the Recorder or Registrar 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 and services rendered hereunder.

11. In addition to the payments called for herein on account of principal and interest the undersigned shall deposit monthly with the holder of the note a sum equal to one-twelfth of the annual requirement for real estate taxes and insurance premiums. At all times there shall be on deposit a sum equal to all accrued real estate taxes and insurance premiums.

COOK COUNTY ILLINOIS  
FILED FOR RECORD  
SEP 25 '73 1 40 PM  
#22490544

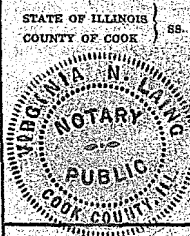
Richard H. Olson  
Recorder of Deeds

THIS TRUST DEED is executed by Maywood-Proviso State 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 Maywood-Proviso State Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed herein or in any note contained or annexed thereto that the Trustee hereunder shall be considered as being in the said First Party or on said Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereby, or to perform any payment either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter holding the right or security hereunder, and that so far as the First Party and said Maywood-Proviso State Bank are concerned the said lender or holders of said note and the owner or owners of any indebtedness secured hereby shall look solely to the Trustee hereunder for the enforcement of the lien hereby created, in the manner herein and in said note provided or by a deed to enforce the lien hereof, and the Trustee hereunder, if any.

Witness my hand and Notarial Seal this 21st day of September 1973

MAYWOOD-PROVISO STATE BANK, Trustee as aforesaid and not personally

By [Signature] VICE PRESIDENT  
Attest [Signature] ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
**John J. Murphy**  
Vice President of the Maywood-Proviso State Bank, and  
**Frances L. Stafford**  
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 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 and I then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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 September 19 73  
[Signature]  
Notary Public

**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. Melrose Park National Bank  
[Signature] Trustee

CORDED DOCUMENT