

TRUST DEED

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16-20(PI)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 25, 1973, between Exchange National Bank of Chicago, 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 September 20, 1973 and known as trust number 28388, herein referred to as "First Party," and Chicago Title Insurance Company

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-two Thousand Five Hundred and no/100 - - - - - Dollars, and payable to BEARER and duly executed 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 from October 15, 1973 on the balance of principal remaining from time to time unpaid at the rate of 8-1/2 per cent per annum in instalments as follows:

Four Hundred Two and 97/100 (\$402.97) or more Dollars on the 1st day of November 1973 and Four Hundred Two and 97/100 or more

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 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 eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 Adil Saduddin

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 parties whose names are hereinafter set forth, grant, remise, release, 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: Let 24 in block 2 in Conarree's subdivision of that part of Argyle, lying South of the center line of Argyle Street in the South East fractional quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, according to the map thereof recorded October 29, 1885 in book 20 of the plats page 49 in Cook County, Illinois



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 placed 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, sewer, refrigeration, coverings, indoor 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: 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 destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 liens to Trustee or its successors; (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 note receipts therefor; (8) pay in 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 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

SEP 28 6 2 63 730

NAME: ROY A PLACIN
STREET: 8059 W LIVING PK
CITY: CHICAGO
STATE: ILLINOIS
INSTRUCTIONS: OR BOX 533
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

22 495 211

30 S A F E T Y

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration than Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed expedient, that a full or partial payment 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 forfeiture affecting said premises or cause any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall 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.

8. 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.

9. 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.

10. 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and stamp evidence, stenographer 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, Towns certificates, and similar data and appliances 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 holders at any time which may be had pursuant to such decree the true condition of the lien to 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 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, or (b) any suit to foreclose the lien hereof, or (c) any suit for the enforcement of any lien hereof or for the recovery of any amount due or to become due on account of such indebtedness, or (d) any suit to foreclose the lien hereof, or (e) any suit to enforce the lien hereof, or (f) any suit to enforce the lien hereof, or (g) any suit to enforce the lien hereof, or (h) any suit to enforce the lien hereof, or (i) any suit to enforce the lien hereof, or (j) any suit to enforce the lien hereof, or (k) any suit to enforce the lien hereof, or (l) any suit to enforce the lien hereof, or (m) any suit to enforce the lien hereof, or (n) any suit to enforce the lien hereof, or (o) any suit to enforce the lien hereof, or (p) any suit to enforce the lien hereof, or (q) any suit to enforce the lien hereof, or (r) any suit to enforce the lien hereof, or (s) any suit to enforce the lien hereof, or (t) any suit to enforce the lien hereof, or (u) any suit to enforce the lien hereof, or (v) any suit to enforce the lien hereof, or (w) any suit to enforce the lien hereof, or (x) any suit to enforce the lien hereof, or (y) any suit to enforce the lien hereof, or (z) any suit to enforce the lien hereof.

11. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are to be paid out of the proceeds of the sale of the premises, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any amount due to First Party, less legal expenses; and fifth, the balance, if any, to the holder of the note.

12. Trustee 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 who are 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 residence 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 course 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 (2) the deficiency in case of a sale and a deficiency in case of a foreclosure proceeding which might affect the premises or the proceeds hereof, whether or not actually commenced.

13. Trustee or the holders of the note shall have the right to inspect the premises as all reasonable times and access thereto shall be permitted for that purpose.

14. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to care for this trust deed or to exercise any power herein given unless expressly stated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or willful misconduct or that of the agents or employees of Trustee, and may require indemnity as aforesaid.

15. Trustee shall release this trust deed as a lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and delivered a release hereof to and at the request of any person who shall deliver before or after maturity thereof, a certificate of satisfaction and produce and exhibit to Trustee the note or receipt that all indebtedness hereby secured has been paid, which receipt, upon presentation, 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 or which conforms in substance to the description herein contained of the note and which purports to be executed on behalf of First Party; and where the rule is requested of the original trustee and it has never executed a certificate on any instrument identifying the note 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.

16. 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 or refusal to be a then Recorder or Registrar of Titles 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. The maker reserves the right to pre-pay the entire balance due, or any part thereof on any payment date hereafter without notice and without penalty for such pre-payment.

William R. Olson
 President of Trust

COOK COUNTY, ILLINOIS
 FILED FOR RECORD
 SEP 28 '73 12 43 PM

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THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, National Bank of Chicago, hereby warrants that it is a true and correct copy of the original instrument as executed by the maker, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed to create any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to provide for the payment or discharge of the same, or to create any lien or other security hereunder, and that so far as the First Party and its successors and said Exchange National Bank of Chicago personally are concerned, the holder of said note and the owner or owners of any indebtedness accruing thereon shall look solely to the premises hereby secured for the enforcement of the lien hereby created, in the manner herein set forth, and a provision hereof shall be made to enforce the same.

IN WITNESS WHEREOF, the undersigned, Vice-President of said Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and the same to be hereunto affixed and tested by its Assistant Trust Officer, on this 28th day of September, 1973, at Chicago, Illinois, the first above written.

WILLIAM R. OLSON, Vice-President of Exchange National Bank of Chicago, As Trustee as aforesaid and not personally.
 VICE-PRESIDENT-TRUST OFFICER
 PAUL E. GERINGER, Assistant Trust Officer of Exchange National Bank of Chicago, and
 ASSISTANT TRUST OFFICER

STATE OF ILLINOIS
 COUNTY OF COOK
 I, Mae C. Daum, County Clerk, do hereby certify that the foregoing instrument, together with the instrument in which the premises are situated shall be recorded in the Public Records of Cook County, Illinois, on this 28th day of September, 1973.
 C. C. Kaplan
 Vice-President-Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and
 Paul E. Geringer
 Assistant Trust Officer 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-Trust Officer, and Assistant Trust Officer, 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, Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Trust Officer'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 Notary Seal this 28th day of September 19 73
Mae C. Daum
 Notary Public

IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEES NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
 The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 573604
 CHICAGO TITLE AND TRUST COMPANY

J. Patterson
 Assistant