

22 502 329

THIS INDENTURE, Made September 20, 1973, 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 August 11, 1966 and known as trust number 35516 herein referred to as "First Party," and MITCHELL H. BASS TRUSTEE, Wisconsin. THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF TEN THOUSAND NINE HUNDRED TWELVE & 44/100 (\$10,912.44)

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 thereon in installments as follows: (\$129.91)----- DOLLARS on the 1st day of November 1973 and (\$129.91)----- 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 1980. 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 installment 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 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 Unity Savings Association in said City, NO. WISCONSIN. First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms herein set forth and in limitation of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does hereby present, grant, remise, release, give and convey unto the Trustee, its successors and assigns, the following described parcel of real estate, lying and being in the Village of Glencoe, Cook County, AND STATE OF ILLINOIS, to wit:

Lot Three (2) in Block Three (3) in Strawberry Hill Subdivision of the North West Quarter of the North East Quarter of Section 12, Township 42 North, Range 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, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long as they shall remain in the possession or assignment of the Trustee, its successors or assigns (which are pledged primarily and on a parity with said real estate and not secondarily), and all the furniture, fixtures, equipment or articles now or hereafter on the premises and to supply heat, gas, air conditioning, water, light, power, refrigeration (with single units or centrally controlled), and ventilation, including (without restricting the generality of the foregoing) all of the windows, doors, coverings, linings, lead, asbestos, pipes 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: 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 the lien of any 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 of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to Trustee or to holders of the note, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) refrain from making material alterations to the premises or improvements thereon which require the payment of any special taxes, special assessments, water charges, sewer charges, and other charges hereon, (6) pay to Trustee for making material alterations or additions, any and all expenses incurred by Trustee or its successors or assigns in connection with the same, (7) pay to Trustee or to holders of the note duplicate receipts therefor, (8) pay in full any and all taxes, including property taxes, and other taxes, and other charges hereon, (9) pay to Trustee or to holders of the note in full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or satisfy any and all taxes or other claims or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or interest any tax or assessment, and any other money advanced by Trustee or the holders of the note in connection therewith, including attorney's fees, and any other money advanced by Trustee for each matter concerning which action herein authorized may be taken, shall be so much paid for all 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, inaction of Trustee or holders of the note shall never be considered as a waiver of any right according to them on or under 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. The Trustee or 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 recited herein 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 attorney's 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 bill or proceeding) for such abstracts of title, title searches and examinations, guarantees policies, Torrens certificates, and similar data 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 evidence to bidders at any sale which may be had pursuant to this trust deed, 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 foreclosure proceedings, to which either of them shall be a party, either as plaintiff, defendant 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 foreclosure 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, an amount 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 this note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its successors 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 First Party or of any other person, and may be made either before or after sale, without notice, without regard to the value of the premises or whether the same shall be then owned or controlled by or for First Party or any other person, and 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 any other suit or proceeding, and to receive and collect the same, and to apply the same from time to time may be authorized 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, assessment or other lien which may be or become superior to the lien hereof, or by any decree foreclosing this trust deed, provided such application is made prior to foreclosure sale; (2) the deficiency in case of 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 expressed by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own fraud, negligence or misconduct or that of the agents or employees of Trustee, and it may acquire indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and release may execute and deliver a release hereon to and at the request of any person who shall, either before or after maturity hereof, 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 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 said 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 said 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, inability or refusal to act of Trustee, the then Recorder or 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.

Libby R. Clark
123P

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

OCT-4-73 694982 • 22502329 • A — Rec 5.00

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 as creating any liability on the part of or on behalf of said La Salle National Bank or any of its officers, directors, agents, employees, or any individuals accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and the person or persons in the first party and its successors and said La Salle National Bank primarily are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereon and the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and 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 *Libby R. Clark* ASSISTANT VICE-PRESIDENT
Attest *Kenneth Marks* ASSISTANT SECRETARY



Linda M. Zurek

Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Libby R. Clark

Assistant Vice-President of the LA SALLE NATIONAL BANK, and

Kenneth Marks

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, signed the said note and this instrument and acknowledged that they signed as aforesaid, for the uses and purposes therein set forth, and as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there solemnly swore that he is custodian of the corporate seal of said Bank and did affix the corporate seal of said Bank to said instrument as his 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 25th

September

1973

Linda M. Zurek
Notary Public

My commission expires 1/23/74.



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 Instalment Note mentioned in _____ within Trust Deed has been identified herewith under Identification No. _____

Trustee

Box 419	TRUST DEED	La Salle National Bank	TO	Trustee	THE ABOVE SPACE FOR RECORDS USE ONLY	La Salle National Bank	125 South La Salle Street CHICAGO
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END OF RECORDED DOCUMENT