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TRUST DEED

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Form 1 Grant-Recorder Co., Chicago 2477

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made September 21 1973, between Union National Bank of Chicago, a National Banking Association of Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds lawfully recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 10, 1969 and known as trust number 1198, herein referred to as "First Party," and Harold J. Gouwens, Trustee

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 \$31,000.00 Thirty One Thousand and no/100's* * * * * 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 from Date of Disbursement 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: Three Hundred Five and 27/100's* * * * *

Dollars on the 1st day of November 1973 and Three Hundred Five and 27/100's 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 1988

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 Dolton, 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 The First National Bank in Dolton

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms and limitations of this trust deed, and also in consideration of the sum of One Dollar in part 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 situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit: That part of lot 6 lying Southwesterly of a line drawn parallel to and 86 feet Northwesterly of the South Westerly lot line of said lot 6 except therefrom the southeasterly 20 feet, in Dolton Industrial Park (being a subdivision of part of the North East 1/4 of Section 10 and the North West 1/4 of Section 11, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

In the event the property described herein is sold by the maker hereof, then the amount described herein shall be due and payable in full instantaneously. Provided however that the holder of or owner of note may consent to release of this provision for acceleration.

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 thereof or 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 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, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, radiator 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, replace 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 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 upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (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 in said premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all taxes and pay special taxes, special assessments, water charges, sewer 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; (7) pay in full under protest in the manner provided by statute any tax or assessment which First Party may desire to contest; (8) 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 company of money 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

DELIVERY INSTRUCTIONS
NAME First National Bank in Dolton
STREET 14122 Chicago Road
CITY Dolton, Illinois
OR
RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
NEXT STREET ADDRESS OF ABOVE
DISCREED PROPERTY HERE
1031 Maryland Avenue
Dolton, Illinois 60419



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holders of the note, such rights to be evidenced by the standard mortgage clauses 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 insurances 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 thereon, or redeem from any tax sale or foreclosure affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, 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 due and payable with interest thereon at the rate of seven per cent per annum. Execution 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 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 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 hereon. In any suit to foreclose the lien hereon, 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, stenographer's 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 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 defend any sale which may be had pursuant to 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, by reason of such right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (d) 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, the principal and interest remaining unpaid on the note; fourth, any overplus 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 or regard to the solvency or insolvency at the time of application for such receiver, or of any person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether or not the same shall be taken occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to receive 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 on the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or reasonable 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; (3) Trustee or the holders of the note may have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

7. 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 of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the premises of 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 hereby secured has been paid, which representative Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as true the genuine note herein described any note which bears a certain identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained, 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 is so identified and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

9. 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 or Deeds of the county in which the premises are located 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, all as performed hereunder.

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THIS TRUST DEED, executed by the Union National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee (and said Union National Bank of Chicago, hereby warrants that it possesses full power and authority to execute and deliver this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability for the payment of the said note or any interest thereon to any person or on said Union National Bank of Chicago personally to pay the said note or any interest thereon thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly assumed by the person now or hereafter claiming any right or security hereunder, and that so far as the First Party, and its successors or assigns, of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured hereby, shall be bound to the premises hereby covered for the payment thereof, by the enforcement of the lien hereon created hereby, or by action to enforce the personal liability of the guarantor, if any, named in the note, and the personal liability of the guarantor, if any, named in the note, shall be hereunto attested and attested by its Trust Officer, the day and year first above written.

NATIONAL BANK OF CHICAGO, as Trustee as aforesaid and not personally,
By *[Signature]* Sr. *[Signature]* VICE-PRESIDENT
Attest *[Signature]* TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK
I, *Mary F. Anderson*
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT
Wm. A. J. Schwartz, Sr. VICE PRESIDENT OF THE UNION
NATIONAL BANK OF CHICAGO, and *J. R. Brown*
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 Executive Vice President, and 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 Trust Officer then and there acknowledged that he caused the Corporate Seal of said Bank to be affixed 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 uses and purposes therein set forth.
Given under my hand and Notarial Seal this 21st day of September
Mary F. Anderson
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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____
Trustee