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This Indenture, Made October 1 19 7. Detween RIVER FOREST STATE BANK AND TRUST COMPANY, 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 August 19, 1968

and known as trust number 1458

herein

referred to as "First Party," and

Bank of Commerce in Berkeley

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 Fifty Thousand ------ 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 Ag een ent and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate of 9½ per cent per annum in instance at as follows: Five Hundred Twenty-Three or more ------ Dollars on the 1st day of Jecember 1973 and Five Hundred Twenty-Three or more Dollars on the 1st day of each month thereafter until said note is fully

paid except that the final ray ent of principal and interest, if not sooner paid, shall be due on the 1st

day of November 1988. / il suc i payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid balance and the remainder to principal, provided that the principal of each instalment unless paid the due shall bear interest at the rate of setting er cent per annum, and all of said principal and interest being made payable at Bank of Commerce in Berkeley

such banking house or trust company in Terkeley Illinois, as the holders of the note may, from time to time, in writing appoin, and in absence of such appointment, then at the office of Bank of Commerce in Berkeley

NOW, THEREFORE, First Party to secure he payment of the said principal sum of money and said interest in accordance with the terms, provisions and importance in accordance with the terms, provisions and importance in the sum of One Dollar in hand paid, the receip whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the refer is successors and assigns, the following described Real Estate situate, lying and being in the

County of Cook and State of Illinois, to wit:

The West ½ of Lot 5 and all of Lots 6 and 7 'r Vendley and Company's Resubdivision of Lots 1 to 10 in block 4 in Vendley and Company's Hillside Acres, being a Subdivision of all that part South of the Indian Boundary Line and South of center line of Butterfield Road of the Southeast ½ of Section 7, and all that part of section 18, Township 39 North, Range 12, lying South of center line of Butterfield Road East of the East line of Hillside Avenue and North of the right of way of the Illinois Central Railroad (Madison Branch)



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 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 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, inador 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.

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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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by allen 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 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 its or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making that le la 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 Trastet or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner proviced by tatute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improve ents now or hereafter situated on said premises insured against loss or damage by fire, lightning of will be a provided by the contest; (9) keep all buildings and improve ents now or hereafter situated on said premises insured against loss or damage by fire, lightning of will be contested to each policy; and to deliver insurance policies payable, in case of loss or damage, to Trustee or, 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 ad paragraph.
  - 2. The Trustee or the holders of the note he eby secured making any payment hereby authorized relating to taxes or assessments, may do so according any bill, statement or estimate procured from the appropriate public office without inquiry into the accurrency such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or titl, or claim thereof.

- A. 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, not withstanding anything in the note or in this trust deed to the contrary, become due and payable (a) it my distribution in the case of default in making payment of any instalment 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 only 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. of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by a re leration or otherwise, holders of the note or Trustee shall have the right to forclose the lien hereof. In my suit to forclose the lien hereof, there shall be allowed and included as additional indebtedness in the secree for sale all the lien hereof, there shall be allowed and included as additional indebtedness in the secrete for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trus et or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary at d 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 data and assurances with respect to title as Trust e or olders of the note may deem to be reasonably necessary either to prosecute such suit or to evide ce to bidders 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 pargraph mentioned shall become much additional indebtedness secured hereby and immediately due and payable, with interest thereous 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 suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defended of any threatened suit or proceeding which might affect the premises or the security hereof, whether on to actually commenced; or (c) preparations for the defended of any threatened suit or proceeding which might affect the premises or the security hereof, whether on the actually commenced. 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 secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all 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 forcelose 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, if any, 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 homestead 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 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 poor to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable takes and access thereto shall be permitted for that purpose.
- 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 negligable or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Truste, stall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactor vidence 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 maturit; thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has her paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a recessor trustee, such successor trustee may accept as the genuine note herein described any note which coart a certificate of identification purporting to be executed by a prior trustee hereunder or which con orms in substance with the description herein contained of the note and which purports to be executed on priat 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 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 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 of Deeus c. the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereun der 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.

THIS TRUST DEED is executed by the River Forest State Bank and Trust Conpary, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred pan and vested in it as such Trustee and said River Forest State Bank and Trust Company, hereby warrants thousessesses full power and authority to execute this instrument; and it is expressly understood and a freed hat nothing herein or in said note contained shall be construed as creating any liability on the laid first Party or on said River Forest State Bank and Trust Company personally to pay the said note or an interest that may accrue thereon, or any indebtedness 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 that so far as the First Party and its successors and said River Forest State Bank and Trust Company personally 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 thereof, by 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, RIVER FOREST STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its X.1.9.9....President, and its corporate seal to be hereunto affixed and attested by its...Asat...Secretary, the day and year first above written.

RIVER FOREST STATE BANK AND TRUST COMPANY As Trustee as afgressid and nor personally

Vice President

ATTEST Mary Thomas

Asst. Secretary

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		Name: BANK OF C	
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STATE OF ILLIN	.√ ss.	City:	12013
COUNTY OF Coo	<b>k</b>	533	
		the undersigned in and for said County, in the	
	CERTIFY, that	John J. Roche, Vic	10
		the RIVER FOREST STATE BAN	
10.		Mary Thomas, Asst.	
MARY Thomas ARRY . Secreta  of said Bank, who are personally known to me to be the same persona whose nam  are subscribed to the foregoing instrument as such YIGQ President and ARRS et  tary, respectively, appeared before me this day in person and acknowledged that the signed and delivered the said instrument as their own free and voluntary act and as to free and voluntary act of said Bank, as Trustee as foresaid, for the uses and purpor			DR. President andASS Becre- on and acknowledged that they ree and voluntary act and as the said, for the uses and purposes
	therein set forth; and as custodian of the	i the said. Asst. Secretary then and corporate seal of said Bank, did a	there acknowledged that She, ffix the corporate seal of said
	Bink o mid instrum	ent as her own free and voluntaink, as Trustee as aforesaid, for the	ary act and as the free and vol-
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