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This Indenture, Made Dec. 15, 1973, between Chicago City 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 Company in pursuance of a Trust Agreement dated

Trust Number 6902 herein referred to as "First Party" and

CHICAGO TITLE AND TRUST 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

THIRTEEN THOUSAND TWO HUNDRED FIFTY FIVE and 08/100 (\$13,255.08)

DOLLARS, na'e payable to BEARER

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 on the balance of principal remaining from time to time unpaid at the rate of 52% per cent per annum in monthly instalments as follows:

Two hundred forty nine and 62/100 (\$219.62) Dollars on the 10 day of January 1971, and Two hundred forty nine and 62/100 . . Dollars on the 2 day of each month

All such ay lents on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal. Lalance 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 or hing house or trust company in Chicago Illinois, as the holders of the note may, fror time to time, in writing appoint, and in absence of such appointment, then at the office of LaSalle National Bak

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, provincy and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its subjectors and assigns, the following described Real Estate situate, lying and being in the City of Thicago County of Cook

AND STATE OF ILLINOIS, to wit:

The West 19 feet of lot 15 and all of 1/ts 16 to 20 inclusive in block 3 in Storke's Subdivision of Auburn in the lest half of the SW of Section 28, Township 38 North, Range 14, Fast of the Third Principal Meridian



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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 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 berein 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 cebuild 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, with our waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien here of; (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 hidders of the note; (4) complete within a reasonable time any buildings now or at any time in process of exception upon said premises; (6) comply with all requirements of how or municipal ordinances with respect to the premises and the use thereof; (4) 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 axes, special assessments, water charges, sewer service charges, and other charges against the premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special axes, 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 duplicate precipit therefore; (8) pay in full quider protest in the manner provided by attacts, any tax or assessment which Pirat Party may dealer to contest; (9) keep att buildings and improvements now or hereafter stimuled as said premises insured against lass or damage, of the contest of the motion of the contest of the pay the cont of replacing or repairing the mote of the linear companies of moneys as fifted with a superior sallebutor to the holders of the note under insurance publics in success of moneys and fitted a
- 2. The Trustee or the hilde's of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do a conding to any bill, statement or estimate produced 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 tote and without notice to First Party, its successors or assigns, all ampaid indebtedness secured by this trust died hall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (c) it mediately in the case of default in making payment of any installment of principal or interest on the note, we Us in the event of the failure of First Party or its successors or assigns to do any of the things specifically set for it in paragraph one hereof and such default shall continue for three days, said option to be exercised at any or after the expiration of said three day period.
- 4 When the indebtedness hereby secured shall or any due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose he does 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 he deer of the note for attorneys' fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evide ee, at nographers' charges, publication costs and costs (which may be estimated as to items to be expended after on vs. of 're decree to of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens extinctes, 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 soir or to evidence to hidders at any sale which may be had pursually 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 immediate, our and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trestee in holders of the note in connection with (a) any proceeding, including probate and hankruptcy proceedings, to viole either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trist deed of any includedness thereby severed; or (b) preparations for the commencement of any suit for the foreclosure here a nice account of the trist deed of any includedness thereby severed; or (c) preparations to the determined and such right to foreclose whether or not actually commenced; or (c) preparations to the determined and such right to foreclose whether or not actually commenced; or (c) preparations for the commenced with or proceeding which might affect the premises or the security hereof, whet
- 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 procedured including all such items as are mentioned in the preceding paragraph lierby; second, all other tiems which vade the terms bereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon an interest constitute and interest regulating unpaid on the field, all principal and interest regulating unpaid on the field; fourth, any overplus to Pirs verty, had legal representatives or assigns, as their rights any appear.
- a. Upon, or at any time after the filing of a bill to furcolose this trink deet, the court in which such bill is filed may appoint a receiver of said promises. Such appointing may be minde either before or after sale, without regard to the solvency or insolvency at the time of application for such resolver, or the propose or persons, if any, lighter to the solvency or insolvency at the time of application for such resolver. It has payment at the limitation as accurate hereby, and without regard to the than value of the previous or whether the same shall be they occupied as a homestead of an in that the Trinks hereunder may be applicated as such resolver. Such receiver shall have power to called the rents, kaines and profits of said promises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of reclamption, whether there be redemption or not, as well as during any further times when Iries Party, the successors or assigns, except for the intervention of such receiver, would be entitled to cultest such results, leaves 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 not income in his hands in payment in whole or in part of: (1) The incomises accured 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.

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- 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 missconduct or that of the agents or 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 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 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 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 raise, the then Recorder 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 a y Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - 11. In addition to the above, party of the first part agrees to deposit monthly at the office of LaSalle National Bank, one-twelfth of the estimated amount ne ded r pay taxes, insurance, special assessments and other charges on the re.1 estate that will become due and payable during the ensuing year.

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Companies and ver test for a first state to the state t THIS TRUST DEED is executed by the Chicago City Bank and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vest d in t as such Trustee (and said Chicago City Bank and Trust Company, hereby warrants that it possesses full ____e and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said so contained shall be construed as creating any liability on the said First Party or on said Chicago City Bank, and Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness __cor imp 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 here in e., and that so far as the First Party and its successors and said Chicago City 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, CHICAGO CITY BARK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Trust Officer the day and year first above written.

OFTY WANK AND TRUST COMPANY

COOK COUNTY, ILLINOIS FILED FOR RECORD

STATE OF ILLINOIS

COUNTY OF COOK

JAN 21 '74 12 45 PM

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a Notary Public, in and for said County, in the State aforesaid, Do HEREBY

foregoing instrument as such 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth:

as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as. her own free and voluntary act and as the

act of said Company, as Trustee as aforesaid, for the uses and

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

Chicago City Bank and Trust Company

Stopperty of Collaboration Clerk

and Trust Company Chicago City Bank



END OF RECORDED DOCUMENT

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