

Edw. R. Olson
TRUST DEED

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#57535
Unit 2
1000
RECORDED IN BOOK
COOK COUNTY ILLINOIS

5.10

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 26, 1974, between La Grange State Bank, an Illinois corporation, of La Grange, Illinois, 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 1/29/74 and known as trust number 2227, 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 a principal note..... bearing even date herewith in the Principal Sum of Twenty-Two Thousand and No/100ths (\$22,000)-----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 ~~of \$22,000~~ and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of 7.9 per cent per annum in instalments (including principal and interest) as follows:

One Hundred Sixty-Eight and 35/100ths Dollars on the 1st day of May, 1974, and One Hundred Sixty-Eight and 35/100ths 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 April, 1999. 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;

7.9 per cent per annum, and principal and interest being made payable at such banking house or trust company in the Village of Riverside Illinois, as the holders of the note, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Riverside National Bank in said City.

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any "rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby."
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 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 (Except the East 5.96 feet thereof) together with Lot 3 (except the West 16.5 feet thereof) all in block 24 in Brookfield Manor, being a subdivision of the North East 1/4 of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian (except the right of way of the West Suburban Railroad Company) 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 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 generality thereof) window shades, alarm doors and windows, floor 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 on 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 terms and trusts hereinafter 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 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 a satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (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 ordinance; (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 duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 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

NAME
D E L I V E R Y INSTRUCTIONS
STREET
CITY
OR
RECORDER'S OFFICE BOX NUMBER
PEDERSEN & HOUP
135 S. LA SALLE STREET
CHICAGO, ILLINOIS 60603

RECORDERS INDEX PURPOSES
NEAREST STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
TO MAIL TO

This instrument prepared by:
Paul S. Altman, Attorney
135 South LaSalle Street
Chicago, Illinois 60603

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 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 thereof, or redeem from any tax sale or foreclosure affecting the said premises or content any tax or assessment. All moneys paid for any of the purposes herein provided shall be held by Trustee or the holders of the note 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 content 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 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 accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note, by check or 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. As 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 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 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 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 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 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, 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 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 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 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, 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 title sale, during the full statutory period of redemption, whether there be redemption or not, in the name of the Trustee hereunder, and in case of a sale and a title sale, 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 of the premises and operation of same during any further time when First Party, or his heirs, assigns, or any 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 unpaid principal and interest on the note, or (2) any tax, special assessment or other lien which may be or become superior to the lien hereof, or of any decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and the deficiency in case of a title sale.

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 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 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 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, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the true and correct one, and 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 and if it has never executed a certificate of identification during any further time when First Party, or his heirs, assigns, or any 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 unpaid principal and interest on the note, or (2) any tax, special assessment or other lien which may be or become superior to the lien hereof, or of any decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and the deficiency in case of a title sale.

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 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 the same compensation for all acts performed hereunder.

11. It is the intent hereof to secure the payment of the note herein described, whether the entire amount shall be advanced to the mortgagee or to its successors in title, at the date hereof, or at a later date, or being advanced to the mortgagee or to its successors in title, shall have the same effect in the amount named in said note, plus any amount or interest, if any, that may be added to the principal sum of the indebtedness greater than the security. Such additional advances may be evidenced by a note or receipt executed by the mortgagee or its assigns, in order to protect other provisions upon presentation of the note described herein and identified herewith marked paid or cancelled, the Trustee is authorized to release this Trust Deed and the lien thereof.

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THIS TRUST DEED is executed by the La Grange State Bank not personally but as Trustee as aforesaid in the exercise of the powers and authority conferred upon and vested in it as such Trustee (and said La Grange State Bank hereby warrants that it possesses full power and authority to execute this instrument, and it is so expressly understood and agreed that nothing herein or in said note contained shall constitute or create any liability, contract, debt, claim, or other obligation or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person named herein as holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises and the proceeds thereof for the payment of the note and the enforcement of the lien hereby created, in the manner herein and in said note provided, and no action to enforce the note or the guarantor, if any.

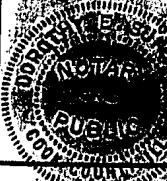
IN WITNESS WHEREOF, La Grange State Bank, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LAGRANGE STATE BANK As Trustee as aforesaid

By *[Signature]*
Attest *[Signature]* ABST.

Dorothy B. Supster
Charles M. Jardine, Trust Officer
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the foregoing instrument was duly executed and attested by the La Grange State Bank, and Dorothy S. Curtin, Asst. Trust Officer.

STATE OF ILLINOIS }
COUNTY OF COOK }



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 Vice-President and Assistant Secretary, 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 Secretary and the said Assistant Secretary of said Bank, to said instrument as said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of February 1976
[Signature]
Notary Public

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 Note... mentioned in the within Trust Deed has been identified herewith under identification No. 52984-1
[Signature]
Chicago Title and Trust Company
Trustee
Secretary

END OF RECORDED DOCUMENT