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22`369 9!n 22 700 214 This Indenture, Made 19.73 , between Melrose Park 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 October 11, 1963 and known as trust number herein referred 30 4 to as "First Party," and Melrose Park National Bank, a National Banking Association 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 TWENTY NINE THOUSAND FIVE HUNDRED AND NO/100 (\$29,500.00) made payable to the order of BEARER and de vered, in and by which said Note the First Party promises to pay out of that portion of the trust eral subject to said Trust Agreement and hereinafter specifically described, the said principal sum and in cost on the balance of principal remaining from time to time unpaid at the rate of 6 per cent per ar .um in instalments as follows: Two Hundred eleven and 35/100 (\$211.35) Dollars /  $_{19}$  73 , and Two Hundred Eleven and 35/100 lay of August on the DOLLARS / on the 1st ay 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 let day of July 1993, 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 the shall bear interest at the rate of 8 per cent fin instalments as follow on the day of 19 and. DOLLARS on the day of each thereafter to and including the . 19. , with a final payment of the balance due on the day of , together with interest on the principal balance from time to time unpaid at the rate of per coat per annum, payable with and at the time for, and in addition to each of the said per annum, payable with and at the time for, and in addition to each of the said per annum, payable with instalments of principal shall bear interest after maturity at the rate of per coat. por annum,  $\aleph$ and all of said principal and interest being made payable at such place in he'ansa Park Illinois, as the holder or holders of the note may, from time to time, in writing apprais, and in absence of such appointment, then at the office of Melrose Park National Bank in said State of Illinois; NOW, THEREFORE, First Party to secure the payment of the said principal sum of noney and said interest in accordance with the terms, provisions and limitations of this trust deed, and lise in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, joss to these presents grant, remise, release, alien and convey unto the Trustee, its successors and assist of following described Real Estate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to-wit: The North 1/2 of Lot 206 in North Avenue Addition to Melrose Park, being a Subdivision of the North 63 acres of the North West & of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises." 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, in-a-door 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.

NOTE: If interest is payable in addition to stated instalments, strike out from \* to \*.

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If stated instalments include interest, strike out from † to †.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and needgies, foreces, for the purposes, and upon the uses and trust herein set forth-

#### IT IS FURTHER UNDERSTOOD AND ACHEED THAT:

- 1. Until the indebtedness aforesald shall be fully paid, and in case of the fallare 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) loop said premises now or hereafter on the premises which may become damaged or be destroyed; (2) loop said premises not expressly subardinated to the lien hereof; (8) 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 note; (1) compiled within a reasonable time any building or buildings now or at any time in process of eraction 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 to said premises seements, water charges, sewer service charges, and other charges against the premises with the process of the note duplicate receipts therefore, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefore, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefore, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefore, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefore, are seed against loss or damage by fire, lightning or windstorm under policies providing for payment by the name or to pay in full the indebtedness accured hereby, all in companies attacked or said premises of the note, and in ase of managements of moneys subsective attacked for the new or hard and the process of the note, and fall or partial payments of the note on policies to the note of management of payments of the note of payment of payment of payment a per cent per annum. Inaction of Trustee or holders of the with interest thereon at the rate of note shall never be considered as a waiver of any high according to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the note here, so ared making any payment hereby authorized relating to taxes or assessments, may do so accordin, 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 lie i or title or claim thereof.
- 3. At the option of the holders of the note and without notice to I rst Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not ithat ading anything in the note or in this trust deed to the contrary, become due and payable (a) limin "late", in the case of default in making payment of any instalment of principal or interest on the note, or to the event of the failure of First Party or its successors or assigns to do any of the things specific th, set forth in paragraph one hereof and such default shall continue for three days, said option to be exerused 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 wit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sail all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert true testenographers' 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, goar antee 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 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 the note in on at the rate of 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
- 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

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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 time 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 for 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 such and deficiency.

- 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. Tracte has no duty to examine the title location, existence, or condition of the premises, nor shall Truste be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the erms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligated or misconduct or that of the agents or employees of Trustee, and it may require indemnities sansfactory to it before exercising any power herein given.
- 9. Trustee shall o'ase this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evid ace the all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deli er a release hereof to and at the request of any person who shall, either before or after maturity the cof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has bee. at, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee any accept as the genuine note herein described any note which offers a certificate of identification purporting to be executed by a prior trustee hereunder or which to for as in substance with the description herein contained of the note and which purports to be executed a certificate on any instrument identifying same as the note described herein, it may accept as the ger me note herein described any note which in 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 fied in the office of the Recorder or Registrar of Titles in which this instrument shall have been record d or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Doods of the unity in which the premises are situated

THIS TRUST DEED is executed by Melrose Park National Bank, not personally but as Truste as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Melrose Park 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 said First Party or on said Melrose Park National Bank personally to pay the said note or any 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 Melrose Park National Bank 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, MELROSE PARK NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE President, and its corporate seal to be herery, the day and year first above written. unto affixed and attested by its

Executed and delivered by the MELROSE PARK NE executed and delivered by the MELROSE PARK INC.
its individual capacity, but sofely in the capacity allowages of the capacity allowages of the capacity of the Ansangt Rebut's or responsibility is essented by HURAL QA K, or any of the conditioners under the py with the Serior; all such personal liability, if any about and released by all other parties hereto, and those classes or under them.

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STATE OF ILLINOIS)		1				•	
COUNTY OF COOK	88.			*			

1, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO C. W. Lonergan HEREBY CERTIFY, THAT\_ President of MELROSE PARK NATIONAL BANK, A National Banking Association, Assistant Barbara J. Karg

said Bank, who are personally known to me to be the same persons whose names are subcribed 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

Secretary then and there acknowledged that he/she as custodian of the corporate extstyle extseal of said Bank, did affix the comporate seal of said Bank to said instrument as his/her own for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_

April

Of Colonia Clark's Office

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STATE OF ILLIN	018) ss.					
County of Cook	au.					
	1, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO					
	HEREBY CERTIFY, THAT C. W. Lonergan					
	Vice President of MELROSE PARK NATIONAL BANK, A National Banking Association,					
	and Barbara J. Karg Assistant Secretary of					
× .	said Bank, who are personally known to me to be the same persons whose names are subcribed to the foregoing instrument as such. Vice _President and Assistant cretary, 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					
<i>/</i> -	//SJT Secretary then and there acknowledged that he/she as custodian of the corporate					
10.	seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her 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, this18th					
	day of, A.D., 1973					
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<b>LEVOLV</b>	Notary Public					
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Box 669	Melrose Park National Bank  18 Trustee  Trustee  Trustee  Trustee  MERRE PARK NATIONAL B.  MEIROSE PARK ILLINOIS					
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