

TRUST DEED

1974 MAY 23 AM 10 39 22 726 597
MAY-23-74 806095 22726597 Rec 5.10

Form 1228 3-69 L

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 22 1974, between Lake View Trust and Savings Bank, 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 May 23, 1966 and known as trust number 2424, herein referred to as "First Party," and Kenneth E. Stroekert

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed and delivered an installment note bearing even date herewith in the Principal Sum of TWENTY FOUR THOUSAND and 00/100 (\$24,000.00)

made payable to BEARER Dollars, 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 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in installments as follows:

TWO HUNDRED SEVENTY FIVE and 00/100 Dollars
OR MORE on the 22nd day of April 1974 and
TWO HUNDRED SEVENTY FIVE and 00/100 Dollars
OR MORE on the 22nd day of each and every month

thereafter until said note is fully paid by payments of principal and interest, if payments are not made by the date of the next scheduled payment. 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 installment 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 office 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 Paul J. Quetschke & Company, 4165 North Lincoln Avenue in Chicago, Illinois.

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 situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot One Hundred Twenty-Six (126) in Charles A. Scott's Park Ridge Villas, being a Subdivision in the South half of Section twenty-two (22), Township forty-one (41) North, Range twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

500 MAIL

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 the property with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, light, power, ventilation, 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, leader 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 to be a part of 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:

- 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 re, air, 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 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 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 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 Trustee or the 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

D NAME Paul J. Quetschke & Co.
E STREET 4165 North Lincoln Avenue
L CITY Chicago, Illinois

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

22726597

This Document Prepared by
Kenneth Stroekert OR
INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER
4165 S. Lincoln Ave.
Chicago, Ill.



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, in 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 than Trustees 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 any or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, continuation of title and lien or other protection of the note from any tax, sale or foreclosure affecting said premises or content 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 Trustees or the holders of the note to protect the mortgage or premises as set forth herein, plus reasonable compensation to Trustees for each matter concerning which action herein authorized may be taken, shall be as 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, fraction of Trustees 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.

3. 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 received 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 claim thereon.

4. 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 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.

5. When the indebtedness hereby secured shall become due (whether by acceleration or otherwise) holders of the note or Trustees shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, they 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 Trustees or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, collars for documentary and expert evidence, photostatic charges, publication costs and costs (which may be estimated) as to items to be requested after entry of the decree of foreclosing all such indebtedness of title, title searches and examinations, guarantee policies, Tuxedo certificates, and similar data and accessories with respect to this trust deed and holders of the note may deem to be reasonably necessary either to prosecute such suit or to resist the same. Holders 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 as 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 Trustees or holders of the note in connection with (a) any proceeding, including motions and discovery proceedings, by which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of the suit or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after expiration of such suit to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the success of the security hereof, whether or not actually commenced.

6. 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 incurred by the successful bidder, second, to the holders of the note as are mentioned in the preceding paragraph hereof, third, all other liens 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 outstanding on the note; fourth, any overplus to First Party, its successors or assigns, as their rights may appear.

7. 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 priority 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 to 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 (a) the indebtedness secured hereby, or by any person 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; (b) the deficiency in case of a sale and deficiency.

8. Trustees 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.

9. Trustees have no duty to examine the title, location, existence, or condition of the premises, nor shall Trustees be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustees, nor their agents or employees, be held liable in case of their own gross negligence or misconduct or that of their agents or employees of Trustees, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Trustees shall release this trust deed and be held relieved of proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid. A release may be executed and delivered a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustees the note representing that all indebtedness hereby secured has been paid, which representation Trustees may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note any note which bears a certain mode of identification purporting to be executed by a prior trustee hereunder, 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 (a) the indebtedness secured hereby, or by any person 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; (b) the deficiency in case of a sale and deficiency.

11. Trustees may retain 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 Trustees, the then Recorder or 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 Trustees, and any Trustee or successor shall be entitled to reasonable compensation for the services and notes performed hereunder.

THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake View Trust and Savings Bank hereby certifies that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in any instrument connected therewith shall be construed as creating any liability on the said First Party or on said Lake View Trust and Savings Bank personally to pay the said note or any interest thereon, or any 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 (a) the indebtedness secured hereby, or by any person 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; (b) the deficiency in case of a sale and deficiency.

I, the undersigned, Vice-President of the Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and Assistant Trust Officer, and attested by its Assistant Trust Officer, the day and year first above written.

LAKE VIEW TRUST AND SAVINGS BANK As Trustee as aforesaid, and not personally,
By: *[Signature]* VICE-PRESIDENT
Attest: *[Signature]* ASSISTANT TRUST OFFICER

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. W. Kinzie Vice-President of the LAKE VIEW TRUST AND SAVINGS BANK and J. M. Hakes Assistant 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 Vice-President, and Assistant Trust Officer, respectively, appeared before me this 20th day of May, 1974, 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 that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer's 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 this 20th day of May, 1974
[Signature] 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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. *Kenneth E. Sheehan* Trustee

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END OF RECORDED DOCUMENT