## UNOEFICIAL COPY

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	504-9 32 800 320
	THIS INDENTURE, made this 14th day of February A.D. 19.74,
	between the First National Bank in Chicago Heights, a corporation duly organized and existing under
	the laws of the United States of America and qualified to do a trust business under and by virtue of
(5	the laws of the State of 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 the
-7	30th_day_of_August, 1972, as Trust Number#1812, herein referred to as "First Party," apPULLMAN_BANK_AND_TRUST_COMPANY
~	Party, and Editional Bank and Lauda Contrain
	-
_	herein referred t as Trustee, witnesseth:
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<b>√</b> 5	date herewith in the PBI IC. FAL SUM OF ELEVEN THOUSAND SEVEN HUNDRED AND NO/100
P	(\$11,700.00) DOLLARS,
C'	made payable to BEARER and delivered, in and by
=	which said Note the First Party point es to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter s. of ally described, the said principal sum and interest
	on the balance of principal remaining from the to time unpaid at the rate of Six per cent personnum
'	in instalments as follows: One Hundred Ninery Five and no/100 (\$195.00)
	on the 20th day of March 19 74 cm² One Hundred Ninety Five and no/100 (\$195.00)
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	on the 20th day of each month
	All made an arrange of the industrial management of the industrial management of the second of the industrial management of the indu
	All such payments on account of the indebtedness evidenced by aid note to be first applied to interest on the unpaid principal balance and the remainder to principal; or viled that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cert per annum, and all of said principal;
-	cipal and interest being made payable at such banking house or trust company it. Clenwood
	Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-
	ment, then at the office of Glenwood Bank 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, 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 ass x <sub>1,2</sub> the following
-	described Real Estate situate, lying and being in the
	COUNTY OF COOK AND STATE OF ILLINOIS, to wit:
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	Lot 521 in Glenwood Manor Unit No. 8, a Subdivision of part of
	the North West Quarter of Section 4, Township 35 North, and part
•	of the South West Quarter of Section 33, Township 36 North, all
	in Range 14 East of the Third Principal Meridian, in Cook County,
	in Range 14 East of the Third Principal Meridian, in Cook County, Illinois
	and the state of t
	<b>5</b>
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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.

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 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 subordine et to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge or 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 wilding or buildings now or at any time in process of erection upon said premises; (5) comply with all equirements of law or municipal ordinances with respect to the premises and the use thereof; (6) and for any sever service charges, and other charges against the premises when due, and upon written request to farnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the namer provided by statute, any tax or assessment which First Party may desire to contest; (9) kee a 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 maners of missing such rights to be evidenced by the candard mortgage clause to be attached to each policy; and to deliver all policies, including additional and ren was policies, to holders of the holders of the note, under insurance policies providing additional and ren was policies, to holders of the holders of the note and to the capture of the holders of the note and to the provision of principal or interest on prior enamerated, and may, but need not, make full or partial payments of principal or interest on prior enamerated, and may but need not, make full or partial payments o
- 2. 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, stater error estimate procured from the appropriate public office without inquiry into the accuracy of such bill, at ment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim ther or.
- 3. 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, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of leffult in making payment of any instalment of principal or interest on the note, or (b) in the event of the course of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one lefful 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 (r of rwise, 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 indebteuness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trusta or holders of the note for attorneys' 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 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 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

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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 a si tervention 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, managemen' and operation of the premises during the whole of said period. The court from time to time may authorize he receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secure of erreby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which my by or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosur's le; (2) the deficiency in case of a sale and deficiency.

- .7. Truster or he holders of the note shall have the right to inspect the premises at all reasonable times and access the eto hall be permitted for that purpose.
- 8. Trustee ha n duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligate to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, we be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduc or the 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 tr st coad and the lien thereof by proper instrument upon presentation of satisfactory evidence that all ind bted as secured by this trust deed has been fully paid; and Trustee may execute and deliver a release her of to and at the request of any person who shall, either before or after maturity threof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation for the note representing that all indebtedness hereby secured has been paid, which representation for the note representing that all indebtedness hereby note which bears a certificate of identification for orting 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 some 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 purpors to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing file. It the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. It case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the count, 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 satisfied to reasonable compensation for all acts performed hereunder.

This instrument was prepared by Gullnan Bh. 1.0.

(1630 | Holated St. Blanwood.

(address)

THIS TRUST DEED is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and verted it as such Trustee (and said First National Bank in Chicago Heights, hereby warrants that it p ssess is full power and authority to execute this instrument), and it is expressly understood and agreed upon nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said First National Bank in Chicago Heights 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 First National-Bank in Chicago Heights 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.

FIRST NATIONAL BANGE CHICAGO HEIGHTS
As Trustee as Womened and Not Personally

By
President sadings officer

ATTEST Some Trust Officer

Trust Officer

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## UNOFFICIAL COPY

COOK COUNTY, ILLINGIS FILED FOR RECORD REGIONATE DEEDS

Aug 8 '74 12 35 PM

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STATE OF ILLINOIS, SS. COUNTY OF COOK,

Given under my hand and notarial seal this 27th day of 3017

A. D. 19.74...

Orange Assertion

MY COMMISSION FOREST TUPE TO THE TOTAL TO TH

For the protection of both the borower and lender, the note secure! by this Trust Deed sho id be 'dentified by the Trust' e.n. men' erein before the Trust over 's filled for record.

TRUST DEED
FIRST NATIONAL BANK
CHICAGO HEIGHTS, as Trustee

END OF RECORDED DOCUMENT