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	ò	o .	>Thi	s Inde	enture,	Made	Spp 4	94 September 2	23,	1974	, between M	ELROSE	2 Park
	ŗ	V	NATION	AL BANK	a National	Banking	Associatio	on, not perso	nally but	as Trustee	under the pr a Trust Agr	ovision	ns of a
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	3.8	ر ر											eferred
	i t	j	1.00							1 Banking	Associatio	בונ	
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	1	ÆĴ.	even da	te nelow	th in the PR	FIFST PAI	THE DISCONT	eoneurrentiy E HUNDRED	nerewith SIXTY-FI	executed an VE THOUSAN	instalment D AND NO/1	note b	earing
						165,000.						1	LLARS,
		5	made p	ayable to	tne order o	f BEARE	R	-	mmm	and the second second	-	-	and
			estate s	subject to	said Tr.s	Agreem	ent and b	ereinafter	specifically	described,	hat portion the said p	rincipa	l sum
E E			*and in	terest on	the balance	e // princ	ipal rema	ining from	time to tin	ne unpaid at	the rate of	8.2	per
= 100 000 000			cent per	annum i	n instalmen	ts as .ollo	ow : One	thousand	four hund	ired and 7	; 3/100	Do	OLLARS/
			on the	. 15th				71.5	. (\$1.	.400./3)	å and 73/1	00-D	or more DLLARS /
		or Ori	on the	1:	oth day of	each	m ntb		(\$1,400	1.73)	}		eafter
	e de la companya de l		intil sa	id note i	s fully pai	d except	that the	mal paym	ent of pr	incipal and	interest, if	not s	sooner
	A.W.			all be due	on the	15th		day of	October		to be first	19	9 94 ,
			THI NET GRE	on the i	mpaiu prin	cipai pais	ince and	the 1 mair bear interes	ar w bri	incidai: pro	vided that t	ne pri	ncipai
	Charles		per ann	um,*	o unicos po	nu when	duc Bilan	Dear ince.es	st at the	rate of 9	<b>44</b>	ре	r cent
	Seat Care		†in insta	lments as	follows:	,			4/	)	;	Do	LLARS
			on the		day of		19	, and				Do	LLARS
			on the		day of ea	ich					<u>{</u>		
			thereafte	er to and	ncluding th	е		day of	**	, (9	, with a fi	nal pay	yment
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			with and	lat the t	ime for, ar	id in addi	ition to e	ach of the s st after mat	said princi	pal instalme	ent program ents, provid	d that	iyaqie Feach r cent
			per annu			,				0 1400 01	1	001	. cent
	-	1	and all o	f såid pri	ncipal and	interest b	eing made	e payable at	such place	e in Mel	rose Park appoint, and	0,	
	-							se Park Na					( )
			NO	)W. THE	REFORE. 1	First Part	v to secu	re the paym	ent of the	e said princ	ń said State ipal sum of	mmev	bre v
			sideration	of the s	um of One	Dollar in	hand pai	d. the recei	pt whereo	f is hereby	deed, and a	ed. doe	es hv
						e situate,					essors and a se Park	assigns	, the
關		~	COUNTY O	1	look.		-	TE OF ILLING					00
			Lots and	1, 2, 1 5 in Sui	3, and 4 indivision	n Block of the S	78 in Me	lrose bein of Section	ng a Subd 3 and a1	livision o	f Lots 3, i		-
			Nort	h of the	Chicago	and Nort	h Wester	n Railroad	i (Galens	Division	in Towns	hin L	<u></u>
												j	
			the	holder h	ereof 1/1	2 of the	annual	real estat	te taxes	each month	e to depos:	IE WII	22
			which, wi	th the pro	perty herei	inafter de	scribed, is	referred to	herein as	the "prem	ses."		# 88°
		:	longing, a	nd all ren	with all in	nprovemen nd profits	its, tenem thereof i	ients, easem for so long a	ents, fixtu and during	res, and ap all such ti	purtenances mes as Firs	thereto Party	be- ()
				or assign	us may be	enumea t	nerem (w	men are pi	leagea prii	marny and	on a parity	with	said 👝
		1	units or c	entrally c	ontrolled), loors and v	and venti zindows. f	lation, inc	luding (with	hout restri	icting the fo	regoing), so	reens,	win-
	٠.٠		All of the not, and i	foregoing t is agree	g are declar d that all s	ed to be imilar an	a part of	said real e	state whet	ther physical	r hereafter cation (whe regoing), so wes and wat illy attached the in the p	theret	o or
			NOTE: If i	nterest is p	ayable in addi	tion to state	ed instalme	nts, strike out			the real es	tate.	~ ~;
	-		If s	tated instal	ments include	interest, st	rike out fro	m † to †.	İ	HIS DOCUMEN	WAS PREPA	RED BY:	
	,								KUTH BA	NNISTER,- REAL MELROSE PAR	L'ESTATE LOAN K NATIONAL E	I DEPAR	TMEN#
										M IROS. PAR	KIRLHOLS &	2.70	

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TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 some sors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or her aft r 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 express. I ubordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien with the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the dicharge 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) c.m. y with all requirements of law or municipal ordinances with respect to the premises and the use there i, (6) refrain from making material alterations in said premises except as required by law or municipal ordinances with respect to the premises when due, and upon writer that the manner provided by statute, any taxe or assessment which First Party may desire to contest; (9) kee, all buildings and improvements now or hereafter situated on said premises insured against loss codar age by fire, lightning, or windstorm under policies providing for payment by the insurance come mies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the and btedness secured hereby, all in companies satisfactory to the holders of the note, under insurance volicies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such ligh's to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver ligh's to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver ligh's to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver lies, including additional and rene with interest thereon at the rate of 9,2 per cent per annual. Jaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to there a account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the note hereby secured making any p yment hereby authorized relating to taxes or assessments, may do so according to any bill, statem at or estimate procured from the appropriate public office without inquiry into the accuracy of such oil, so thement 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 note and without notice to First Party 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 o default in making payment of any instalment 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 pare who no 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 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 singlar 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 q.2 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 accural 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 annear.
- 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is all limb, or court a research 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, ts successors or assigns, except for the intervention of such receiver, would be entitled to collect such the result of the profession, control, management and operation of the premises during the whole of said period. The out from time to time may authorize the receiver to apply the net income in his hands in payment in who, or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any trx, steedial 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 d fici nev.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acc as 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 tree rd this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nr be liable for any acts or omissions hereunder, except in case of its own gross negligence or n isconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it be ore exercising any power herein given.
- 9. Trustee shall release this trut deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all includeness 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 ruste, such successor trustee may accept as the genuine note herein described any note which bears retrificate of identification purporting to be executed by a prior trustee hereunder or which conforms in sost one 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 centificate on any instrument identifying same as the note described herein, it may accept as the genuine not 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 float 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 is shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by Melrose Park National 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 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 afore said, has caused these presents to be signed by its Yice. President, and its corporate unto affixed and attested by its Assistant Secretary, the day and year first above written. President, and its corporate seal to be here

MELROSE PARK NATIONAL BANK id and not personally,

Executed and delivered by the MELROSE PARK NATIONAL BANK, not in the like individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the contrary condition, anything herein to the contrary notivithstanding. They in the contrary notivithstanding the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the property of the bancificiance of the MELROSE BANK of the purpose of the bancificiance of the MELROSE BANK of the purpose of

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	Box 669 wi	TRUST DEED THE PARTY IN	Meltose Park National Bank as Trustee	Trustee	For the cond by th	MELROSE PARK NATIONAL BANK	MEIROSE PARK, HILINOIS	

END OF RECORDED DOCUMENT

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