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	This Indenture, Made November 4th 1974, between MELEOSE PARK	
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20	NATIONAL RANK, 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	
5-1	October 28, 1974 and known as trust number 1564 herein referred	
	to as "First Party," and MELROSE PARK NATIONAL BANK, A National Banking Association	
	monthly and the control of the contr	
91	THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF	į
<u>}_</u>	Fifteen thousand and no/100s	
	The state of the s	5
2	e vered, in and by which said Note the First Party promises to pay out of that portion of the trust es. at subject to said Trust Agreement and hereinafter specifically described, the said principal sum	;
	and not sest on the balance of principal remaining from time to time unpaid at the rate of 10 per	:
	cent m. annum in instalments as follows: Two hundred forty-nine and 02/100s, incl. int DOLLARS incl. int	
	on the 1 th day of January 1975 , and Two hundred forty-nine and 02/100s/ DOLLARS	•
	on the 15th day cleach 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 15r1 day of December 1982, all such payments on account on the indebtedness evidenced by said note to be first applied to interest on the unpaid principal half ce and the remainder to principal; provided that the principal of each instalment unless paid where due shall bear interest at the rate of 10 per cent per annum.	1
	The instalments as follows:	
	on the day of 19 an' DOLLARS	
	on the day of each	
١.	thereafter to and including the day of, 19 , with a final payment	
ţ	of the balance due on the day of , 19 , together with interest on the principal balance from time to time unpaid at the rate per cent per	. A.
	and all of said principal and interest being made payable at such place in Vose Park, Illinois, as the holder or holders of the note may, from time to time, in w. itin., appoint, and in absence	(2) (2)
	of such appointment, then at the office of ir and State of Illinois;	じっ
	NOW, THEREFORE, First Party to secure the payment of the said principal surform 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 acknowinged, does by these presents grant, remise, release, allen and convey unto the Trustee, its successors and engine the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:	ŧ
	Lot 5 in Block 33 in Proviso Land Association Addition to Maywood, being a Subdivision in Section 10, Township 39 North, Range 12, East of the Third Principal Maridian, in Cook County, Illinois	2
	70	0
	which, with the property hereinafter described, is referred to herein as the "premises."	_
	TOGETHER with all improvements, tenements, exsements, axtures, 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, stows 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 Farty or its successors or assigns shall be considered as constituting part of the real estate.	22 901
	NOTE: If interest is payable in addition to stated instalments, strike out from * to *. If stated instalments include interest, strike out from ? to ?.	8

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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 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 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 ordinance; (7) pay before any penalty attaches all general taxes, and pay special transpecial assessments, water charges, sewer service charges, and other charges against the premises when a subject of the note duplicate receipts thereform (3) may in full under protest in the manner provided by statute, any tax or assessment which First Party may lesire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises in 1red 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 second or pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the hides of the note, such rights to be evidenced by the standard mortgage clause to be attached to each make any payment or prior many act hereinbefore set forth in any form and manner deemed expedient, and many but need not, make any payment or priorm any a of this paragraph. .
- 2. The Trustee or the holders of the note her by secured making any payment hereby authorized relating to taxes or assessments, may do so ac or into the appropriate public office without inquiry into the recursed such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture are lien or title or claim thereof.
- 8. At the option of the holders of the note and with an notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, row that anding anything in the note or in this trust deed to the contrary, become due and payable (a) immeliately in the case of 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 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 a celevation 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 owner 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, appraisar's fees, outlays for documentary and or are 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 examination, suarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trust's or holders of the note may deem to be reasonably necessary either to proscute such suit or t. of he value of the premises. All expenditures and expenses of the nature in this paragraph mentioned the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned hereon at the rate of 10 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 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 indebtodness 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,

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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 succassors 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 not 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 ale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable on as and access thereto shall be permitted for that purpose.

8 To the has no duty to examine the title location, existence, or condition of the premises, nor shall Trust a re obligated to record this trust deed or to exercise any power herein given unless expressly obligated by ne terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross or taggene 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.

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 Deds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust he reunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The mortgagor hereby waives any and all rigor, of redemption from sale under any order or decree of foreclosure of this trust deed, on it own behalf and on behalf of each and every person, except decree or judgement cred tors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by Melrose Park National Bank, not personally at as Prustee an aforestid in the exercise of the power and authority conferred upon and vested in it as such Trustee an aforestid 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 as extent in instrument), and it is expressly understood and agreed that nothing herein or in said not 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 indoor denses accruing hereunder, or to perform any covenant either express or implied herein contained, all a chilability, 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, inidebtedness 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 hereunto affixed and attested by its. Ass't. Secretary, the day and year first above written.

MELROSE PARK NATIONAL BANK

trecuted and delivered by the MELROSE FALK GATION.

It individual capacity, but solely in the creatity hardgurpes of binding the heral described property, and
press candillor, anything herein to the country pressessal inhibity or responsibility is assumed by the
TIONAL BANK, or any of the beneficiaries under the regy virtue hereof, all such personal liability, if any, oes
did released by all other perfects herein, and those of
didder thems.

Ass't. Secretary

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STATE OF ILLIN	OIS) ss.	
COUNTY OF COOK		
	I, 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 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 A88 t. Secretary, respectively,	
1	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	
- 50 ATRAM	Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said	
anuma .	seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own	
	if 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.	
2 (00	GIVEN under my hand and notarial seal, this	
	day of November , A.D., 19 74	
	Notary Public	
Manual Manual Control		
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