

THIS INSTRUMENT, Made November 4, 1974 between LaSalle 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 18, 1974, and known as trust number 48225 herein referred to as "First Party," and Marquette National Bank of Chicago

in Illinois corporation herein referred to as "TRUSTEE," witnesseth: THAT, with-AN First Party has consented herewith executed an installment note bearing even date herewith in the PRINCIPAL AMOUNT OF TWENTY THREE THOUSAND & TWO HUNDRED AND SIXTY-SEVEN AND 38/100 and delivered, in and by TRUSTEE to the First Party promise 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% per cent per annum in 120 equal installments as follows: THREE HUNDRED & TWO AND 91/100 (\$302.91) on the 1st day of December 1974 and (\$302.91) on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, the amount paid, shall be due on the 1st day of November 1983. All such payments in full of the indebtedness evidenced by said note to be paid applied to principal on the unpaid principal balance and the remainder in principal provided that the principal of each installment shall be paid when due shall bear interest at the rate of 8% per cent per annum and all of said principal and interest being made payable at such banking hours of trust company in Chicago, Illinois, at the address of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Marquette National Bank in said City.

NOW, THE FIRST Party in witness whereof the said principal sum of money and said interest in accordance with the terms, conditions and limitations of this trust deed, and also in compliance with the said note to be paid, the receipt hereof is hereby acknowledged, done by these presents, to-wit: release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook, AN STATE OF ILLINOIS, to-wit:

Lots 14 and 15 (except that part of said lots lying South of a line 54 feet North of and parallel to the South line of Section 6 conveyed to City of Chicago by Quit Claim Deed recorded March 4, 1931 as Document No. 10855309) in Block 37 in Roundtree's addition to Beverly Hills, being a subdivision of all that part of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, lying West of Pittsburgh, Cincinnati and St. Louis Railroad (except the West 1/2 of the North West 1/4 and the West 1/2 of the South West 1/4 of said Section) in Cook County, Illinois

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DOCUMENT PREPARED BY JERRY KEEPL L. SALLER NATH BK 135 S KASABAL CHICAGO ILL 60690

which, with the property hereinafter described, is referred to herein as the "premises."

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 situated on the premises which may have been damaged or be destroyed (2) keep said premises in good condition and repair, without waste, and free from encumbrances or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any tax, assessment, 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 amount of such principal sum to Trustee or holder of the note (4) complete within a reasonable time any building or buildings now or at any time in process of erection for 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 party attaches all general taxes, and pay special taxes, or local assessments, water charges, sewer charges, and other charges against the premises when due and within ninety days of the date of such assessments, taxes or charges (8) 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 money sufficient either to pay the cost of rebuilding or replacing the same or to pay in full the indebtedness secured hereby all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee (or the holder of the note, such rights to be evidenced by the standard mortgage clause in the attached to each policy) and to deliver all policies, including additional and renewal policies, to 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 then Trustee or the holder 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 full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax lien or forfeiture affecting said premises or either of them or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee 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. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them in account of any of the provisions of this paragraph.
2. The Trustee or the holder 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
3. At the option of the holder 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.
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 and expenses 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) or procuring all such abstracts of title, title searches and examinations, copies of records, and other items of similar nature and character as may be required to title as Trustee or holders of the note or 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 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 proceedings, 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 suppression of any suit for the foreclosure hereof after receipt of such rights to foreclose as aforesaid; 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 taxes 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 surplus 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 such receiver, or the payment or non-payment of the indebtedness secured hereby, or the consent of the parties to the foreclosure, and the receiver of said premises shall be deemed to have been appointed 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, preservation, 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 of his hands in payment in whole or in part of: (a) the indebtedness secured hereby; or by any decree 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 sale and deficiency.

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

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness 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 hereof, produce and submit to Trustee the note representing the indebtedness hereby secured, which representation Trustee may accept as true without inquiry, unless a release is requested of a successor trustee, such successor trustee may accept as true the note herein described any note which bears a certificate of identification purporting 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 same 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 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 filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles 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 shall be entitled to reasonable compensation for all acts performed hereunder.

The undersigned agree to deposit with Marquette National Bank as Trustee on the first day of each month subsequent to closing, an amount equal to 1/12th of the amounts most recently ascertainable for real estate taxes, plus 1/12th of the current insurance premium in effect on the property; these deposits so made shall be held in a separate savings account by Marquette National Bank as Trustee and applied to payment of taxes and insurance premiums from time to time. In the event that there are insufficient funds on deposit in such account to pay any installment of the taxes or insurance premiums, then the undersigned will promptly pay into such account sufficient funds to make up the deficiency. Interest paid on savings account to be credited to the undersigned.

THIS TRUST DEED is executed by the La Salle 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 by and for the La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that the provisions herein or in said note contained shall be construed as creating any liability on the said First Party or on said La Salle National Bank personally to pay the principal 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 the Successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness created hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby granted to the note herein and in no wise provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, THE LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, as Trustee as aforesaid and not personally,  
 By Joseph W. Lang VICE-PRESIDENT  
 and H. Kegel ASSISTANT SECRETARY  
 Linda M. Bernier  
 Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Joseph W. Lang Vice President of the LA SALLE NATIONAL BANK, and  
 H. Kegel Assistant Secretary of said bank, who are personally known to me to be the agents persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appearing before me this 7th day of November 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 herein set forth and the said Assistant Secretary then and there acknowledged, at the behest and as a condition of the corporate seal of said bank, the corporate seal of said bank to said instrument as his 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 material seal, this 7th day of November, 1974.  
 Linda M. Bernier  
 My commission expires 5/1/78.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER 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. <u>0-567</u> <u>Gregory J. Anthony</u> Trustee
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COOK COUNTY, ILLINOIS  
 FILED FOR RECORD  
 Nov 21 '74 2 15 P.  
 \*22914195

Box 444

**TRUST DEED**

La Salle NATIONAL BANK  
 as Trustee  
 TO

Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY  
 MAIL TO  
 La Salle NATIONAL BANK  
 135 South La Salle Street  
 CHICAGO  
 ILLINOIS 60606

END OF RECORDED DOCUMENT