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THIS DOCUMENT WAS PREPARED BY:  
Fifth BANNER REAL ESTATE LOAN DEPARTMENT  
MELROSE PARK NATIONAL BANK  
MELROSE PARK, ILLINOIS, 60660

22 984 842

This Indenture, Made January 24 19 75, between ~~Melrose Park~~ JOSEPH D. NAPLES

~~National Bank of 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 July 12, 1960 and known as trust number 2 herein referred

to as "First Party," and MELROSE PARK NATIONAL BANK, a National Banking Association

~~an Illinois corporation~~ herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF THIRTY-FIVE THOUSAND AND NO/100-----

-----(\$35,000.00)-----DOLLARS.

made payable to the order of BEARER and delivered, 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 9 per cent per annum in instalments as follows: Four thousand four hundred twenty-three and  $\frac{30}{100}$  or more DOLLARS / on the 1st day of August 19 75, and Four thousand four hundred twenty- three and  $\frac{30}{100}$  DOLLARS or more on the 1st day of August and February ( \$4,423.30 ) 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 1st day of February 19 80, 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 instalment unless paid when due shall bear interest at the rate of 9.5 per cent per annum.

the instalments as follows: ----- DOLLARS

on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and \_\_\_\_\_ DOLLARS

on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

thereafter to and including the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, with a final payment

of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, together with interest on the principal balance from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum, payable with and at the time for, and in addition to each of the said principal instalments; provided that each of said instalments of principal shall bear interest after maturity at the rate of \_\_\_\_\_ per cent per annum.

and all of said principal and interest being made payable at such place in Melrose Park Illinois, as the holder or holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Melrose Park National Bank in said State of 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 Village of Melrose Park COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:  
SEE RIDER ATTACHED AND MADE A PART HEREOF:

PARCEL 1:

Lots 26 and 27 (except that part of Lots 26 and 27 lying North of line beginning at a point in the West line of said Lot 26 said point being 64.05 feet South of the North West corner of said Lot 26; thence Easterly to a point in the East line of said Lot 27 said point being 64.02 feet South of the North East corner of said Lot 27 conveyed to State of Illinois) in North Avenue Addition to Melrose Park being a Subdivision of the North 63 acres of the North West quarter of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian;

PARCEL 2:

Lots 28 and 29 (except that part conveyed thereof to State of Illinois by document 15288991 and re-recorded as document 15301584) in North Avenue Addition to Melrose Park being a Subdivision of the North 63 acres of the North West quarter of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian;

PARCEL 3:

Lot 30(except the East 11.75 feet of said Lot 30 and also except that part of said Lot 30 lying North of a line drawn East and West across said Lot 30 as follows:

Beginning at a point in the West line of said Lot 30 said point being 63.99 feet South of the North West corner of Lot 30; thence Easterly to a point in the Eastline of said Lot 30 said point being 63.98 feet South of the North East corner of said Lot 30); in North Avenue Addition to Melrose Park, being a Subdivision of the North 63 acres of the North West quarter of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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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, in-a-door 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.

NOTE: If interest is payable in addition to stated instalments, strike out from \* to \*.  
If stated instalments include interest, strike out from † to †.

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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 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, 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 of any tax, special assessment or other lien which may be or become superior to the lien hereof or of any other lien recorded and application is made prior to foreclosure sale; (2) the deficiency in case of a foreclosure sale.

Trustee or trustees of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Trustee has the right to examine the title to the existence or condition of the premises, and the Trustee shall not be liable for any error or omission hereunder, except in cases of its gross negligence or willful neglect, or that of its agents or employees of Trustee, and it may require a bond to be given before exercising any power herein given.

This deed is executed as a trust deed and the lien thereof by proper instrument, then presented to the Registrar of Deeds, and the Registrar shall certify that all indebtedness secured by this trust deed has been fully paid; and the Registrar shall release, cancel and discharge the note representing that all indebtedness hereby secured is paid, which representation Trustee may accept as true without inquiry. Where the Registrar is a successor trustee, said successor trustee may accept as true the genuine release of the Registrar, if the same conforms in substance with the description herein contained of the Registrar who executed the release on behalf of First Party; and where the Registrar is requested to execute the release, he shall execute a certification on any instrument identifying same as the release of the Registrar, and as to the genuineness herein described any note which may be presented to him shall be compared with the description herein contained of the note and which purports to be executed on behalf of First Party.

The Trustee shall cause a copy of this instrument, together with a copy of the Registrar of Deeds' certification, to be filed in the office of the Registrar of Deeds in the county in which the premises are situated, and the Trustee shall have the right to sue, sue and defend, and the Registrar shall be entitled to reasonable compensation for his services thereunder.

JOSEPH D. NAPLES

THIS TRUST DEED is executed by ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ not personally but as Trustee as aforesaid, and the power and authority conferred upon and vested in it as such Trustee (and said ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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 charging any liability on the said First Party or on said ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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, and said liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any interest hereunder, and that so far as the First Party and its successors and said ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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 collection 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.

JOSEPH D. NAPLES

IN WITNESS WHEREOF, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, not personally but as Trustee as aforesaid, has caused this instrument to be signed ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ the day and year first above written.

JOSEPH D. NAPLES

As Trustee as aforesaid and not personally,  
By *Joseph D. Naples*  
Joseph D. Naples

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
XXXXXXXXXXXX

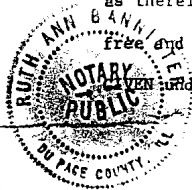
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STATE OF ILLINOIS }  
COUNTY OF DU PAGE } SS.,

I, the undersigned Notary Public, in and for said County, in the State aforesaid, do hereby certify that JOSEPH D. NAPLES, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Trustee, as therein mentioned, he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



Under my hand and notarial seal, this 24th day of January, A. D. 1975.

*Ruth Ann Bannister*  
Ruth Ann Bannister  
Notary Public

Notary Public

FEB 1975 3 00 PM

The Installment Note mentioned in the within Trust Deed has been identified here with under Identification No. 5331 MELROSE PARK NATIONAL BANK

*James C. Staley Jr.*  
Trustee

**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.

422984842

Box 669

## TRUST DEED

JOSEPH D. NAPLES  
\*\*\*\*\*  
as Trustee

To

MELROSE PARK NATIONAL BANK

Trustee

MELROSE PARK NATIONAL BANK

MELROSE PARK, ILLINOIS

END OF RECORDED DOCUMENT