22 C47 251 This Indenture, 19 72, between Beverly Bank, an Illinois Banking Corporation, 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 o dated and known as trust number August 30, 1972 herein referred to as "First Party," and MOUNT GREENWOOD BANK 18. Alir dis corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date ner with in the TOTAL PRINCIPAL SUM OF TWENT TH )USAND AND NO/100 -----(\$20,000.00)----------DOLLARS. made payable to RIARER and delivered, in and by which said Note the rist 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 in instalments as follows: ONE NUMBED FIFTY THREE AND NO/100 ----- (\$153.00) ----- Dollars, on the day of or cober 19 72, and ------\$153.00 ------ DOLLARS on the and every month thereafter, to and including the 19 22, with a final payment of the balance due on the 5th 5th day of August day of September 19 92, with interest on the principal balance from time to time unpaid at the rate of 1 2/4 per cent per annum payablexx included in the above / installments of principal caring interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to the it writing appoint, and in absence of such appointment, then at the office of Beverly Bank NOW, THEREFORE, First Party to secure the payment c. the said principal sum of money and said interest in accordance with the terms, provisions and limitations c. this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, i's successors and assigns, the following described Real Estate situate, lying and being in the AND STATE OF ILLINOIS, to-wit:

Lot 253 in Toepfer's Thornwood Subdivision a Subdivision of the Nort' to ee-quarters of the West half of the South East quarter of Section 27, Township 36 ...th Range 14, East of the Third Principal Meridian (except therefrom that part co veyed to County of Cook by deed dated August 8, 1944 and recorded September 26, 1944 11 Book 39325 page 533 as document 13363699) according to the plat thereof recorded May 8 1956 as document 16573860 in Cook County, Illinois.

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

which, with the property hereinafter described, is reterred 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, owner, 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

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 vidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within 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 a very or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes special assessments, water charges, sewer service charges, and other charges against the premises water charges, sewer service charges, and other charges against the premises water of the note of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party at the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the not lever of the note, such rights to be evidenced by the standard mortgage clause to be attached to each oney; 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, to holders of the note, and in case of insurance about to expire, to deliver renewal policies
  - 2. The Trustee or the holders of the note tereby 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 inquir in to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, or iture, tax lien or title or claim thereof.
  - 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 de d hall, 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 instalment of principal or interest of the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the integraph 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 new horeof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtones 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, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated at the 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 that 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 hen oned shall become so much additional indebtedness secured hereby and immediately due and payate, with interest, thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holder, 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
- 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, 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 rotterion, 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 whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or by 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.

Trustee or the holders of the note shall have the right to inspect the premises at all reason-e ar access thereto shall be permitted for that purpose.

8. This is has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee is of gated to record this trust deed or to exercise any power herein given unless expressly obligated by the ser as 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 satisfy cory to it before exercising any power herein given.

9. Trustee shall rel as this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evil ac that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and seliver a release hereof to and at the request of any person who shall, either before or after maturity there it, produce and exhibit to Trustee he 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 trustee, such successor trustee may accept as the genuine 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 events 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 it writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been been dead or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of I eed of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trustee, in Trustee, 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.

THIS TRUST DEED is executed by the undersigned Trustee, not make ally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, and therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreed are a herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Beverly Bank, as Trustee, solely in the exercise of the powers cored aduption it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall a lany time be asserted or enforced against, Beverly Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either express of or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the month part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or this ugh or under said party of the second part or the holder or holders, owner or owners of such principal or less and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary not withstending, its understood and greed the Receiver.

Anything herein contained to the contrary notwithstanding, it is understood and agreed the B every Bank, individually, shall have no obligation to see to the performance or non-performance of any of the c venants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured he eby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Beverly 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 Assistant Trust Officer—Assistant Cashier, the day and year first above written.

BEVERLY BANK

As Trustee as aforesaid and not personally,

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STATE OF ILLINOIS  SS.  COUNTY OF COOK  I. Frances A. Grady a Notary Public, in and for said County, in the State aforesaid, DO HEREBY GERTIFY, that June B. Ritchis Asst. ; Vice-President of Beverly Bank, and  Sylvia R. Miller Casher of said Bank, who are personally known to me to be the same persons, whose icer names are subscribed to the foregoing instrument as such Vice-President and Assistant Trust Officer-Assistant Casher, respectively, 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 Bank, as Trustee as a foresaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Assistant Casher, then and there acknowledged that She, as custodian of the colorate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, to said instrument as her 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.  GIV FV. under my hand and notarial seal, this 5th  day of September September A.D. 19 72.  Manney A.D. 19 72.  Manney A.D. 19 72.
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY GERTIFY, that
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY  GERTIFY, that
Asst. ; Vice-President of Beverly Bank, and  Sylvia R. Miller , Assistant Trust Officer-Assistant  Cankker of said Bank, who are personally known to me to leggie same persons whose tant trust Officer-Assistant Cankier, respectively, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust C icer-Assistant Cankier, then and there acknowledged that she, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as her 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.  GIV F' under my hand and notarial seal, this 5th AD. 19 72  AD. 19 72  Motary Public.
Cashier of said Bank, who are personally known to me to gethe same persons, whose icer names are subscribed to the foregoing instrument as such Vice-President and Assistant Trust Officer-AssistantsCashier, respectively, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust C icer-AssistantsCashier, then and there acknowledged that she, as custodian of the corporate seal of said Bank did afflix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank to said instrument as her own free and voluntary act of said Bank to said instrument as her own free and voluntary act of said Bank to said instrument as her own free and voluntary act of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as free and voluntary act of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said instrument as custodian of the corporate seal of said Bank to said said said said said said said said
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day of September A.D. 19 12 Notary Public.
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