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This Indenture, Made August 8, 1972, between Oak Park Trust & SAVINGS BANK, an Illinois 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 dated

August 7, 1972

and known as trust number

to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

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 MITHIRTIAN THOUSAND FIVE HUNDRED and no/100 -----(\$13,500.00)--- DOLLARS.

made payable to the order of **XECTREM FIRST NATIONAL BANK OF MAYWOOD** 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 he balance of principal remaining from time to time unpaid at the rate of 7 ½ cent per annum in instalments as follows: ONE HUNDRED TWENTY-THREE & 25/100 / DOLLARS

30th day of September 1972, and ONE HUNDRED TWENTY-THREE & 25/100 --(\$123.25)--

on the 30th day or each and every month

thereafter

until said note is fully paid a cept that the final payment of principal and interest, if not sooner

paid, shall be due on the day of August

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and all of said principal and interest being made payable at such place in Maywood Illinois, as the holder or holders of the note may, from time to time, in wr ting ar point, and in absence FIRST NATIONAL BANK OF MAYWOOD of such appointment, then at the office of 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 true used, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby achowledged, 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 MAYWOOD

AND STATE OF ILLINOIS, to wit: COOK COUNTY OF

Lots seventy-four (74) and seventy-five (75) in Madison Street Addition being a subdivision of Section ten (10), Township thirty-nine (39) North, Range twelve (12), East of the Third Principal Meridian, in Cook County, Illinois;

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, inador 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 †

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 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) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders 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 may desire to contest; (9) 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 moneys sufficient either to pay the cost of replacing or repairing 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 holders of the note, under rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additio 1 and renewal policies, to holders of the note
- 2. The Trustee or the hold s of the note hereby secured making any payment hereby authorized relating to taxes or assessme its, 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 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, 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, be one due and payable (a) immediately 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 be core due whether by acceleration or otherwise, holders of the note or Trustee shall have the right of oreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and include a additional indebtedness in the decree for sale all expenditures and expenses which may be paid or included by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraise side, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (van't may be estimated as to items to be expended after entry of the decree) of procuring all such a stracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar date 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 dece 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 seven per cent per annum, when paid or in an ed by Trustee or holders of the note in connection with (a) any proceeding, including probate and being the proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by eason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commence and 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 remises 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 produings, 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 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, 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

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shall have power to collect the rents, issues and profits and 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 times 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 an to time may authorize the receiver to apply the net income in his hands in payment in whole or 'i, ar' of: (1) 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.

- 7. Truster or the holders of the note shall have the right to inspect the premises at all reasonable times and cross thereto shall be permitted for that purpose.
- 8. Trustee hour noduty 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 term. 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 ind steeless secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hireof to and at the request of any person who shall, either before or after maturity thereof, produce and which to Trustee the note representing that all indebtedness hereby secured has been paid, which represents ion Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such without inquiry. Where a release is requested of a successor trustee, such without inquiry. Where a release is requested by a prior trustee herein described any note which bears a certificate of identification reproting 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 and certificate on any instrument identify so ame 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 nild in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded of filld. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the cuny 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.
- 11. MORTGAGORS AGREE to deposit with the holder of the note described herein a sum each month equal to one-twelfth (1/12th) of the annual real estate taxes, which deposit shall be in addition to and made at the same time as the stipulated payments provided for he conder; and further, such deposit shall bear no interest.

THIS TRUST DEED is executed by Oak Park Trust & Savings 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 Oak Park Trust & Savings 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 Oak Park Trust & Savings 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 Oak Park Trust & Savings 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, OAK PARK TRUST & SAVINGS 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 Secretary, the day and year first above written.

RK TRUST & SAVINGS BANK aforesaid and not personally,

Assistant Secretary

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STATE OF ILLINO	IS )				
COUNTY OF COOK	ss.			~	
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·	a Notary Public,		County, in the Star	te aforesaid, DO	HEREBY
	CERTIFY, that Anthony R. Gray				
	Vice-President of Oak Park Trust & Savings Bank, and				
	of said Bank, wh names are subscr Assistant Secretar knowledged that t and voluntary act aforesaid, for the Secretary then an soal of said Bank, A. 2own free at as Fristee as afor	to are personally ibed to the foregry, respectively, a hey signed and de and as the free ar uses and purpos d there acknowled did affix the corn d voluntary act a esaid, for the uses	known to me to be oing instrument as ppeared before me livered the said instrument act of the said instrument act of the said instrument act of the said instrument seal of said I and as the free and and purposes there ot	se the same pers such Vice-Pres this day in perse trument as their said Bank, as ' h; and the said custodian of the Sank to said insi- voluntary act of in set forth	ons whose ident, and on and ac- own free Trustee as Assistant corporate rument as
	day ofZii		A. D:	·	
FILED FOR REGORD	is	0/	RECORDER OF DEEDS		600
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The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.	BY CONTINUE AND TRUST COMPANY  ASSERTING  Secretary	IMPORTANT For the protection of both the bor- rower and lender, the note secured	fied by the Trustee named herein before the Trust Deed is filed for record.		
Name:	Oak Pa  CHICAGO T 2  CHICAGO T 2	5 # 8465		Oak Park Trust & Savings Bank Lake and Marion Streets Oak Park, Illinois	~~