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This Indenture, Made November on Illinois Co. November 28th

1972 , between

ociation, Oak Park, Illinois, 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 November 27th, 1972 and known as trust number 9944

herein referred to as "First Party," and Chicago Title Insurance 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

Twenty Five 7.00 sand and No/100 (\$25,000.00) ------

---- DOLLARS.

made payable to BEAT.ER

à

and delivered, in and by

which said Note the Tist Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and Pereinafter specifically described the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate (or m

of 7 3/4 per cent per annum in instruments as follows: Two Hundred Thirty Five & 33/100 Dollars (or more) 19 73 and Two Hundred Thirty Five & 33/100 Dollars on the 1st day of January

on the 1st day of each and every month

thereafter until said note is fully

paid except that the final payment of princip and interest, if not sooner paid, shall be due on the

1st day of December 19 88 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the un aid principal balance and the remainder to principal; provided that the principal of each instalment units paid when due shall bear interest at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house

Illinois, as the holders of the note may, from time to or trust company in time, in writing appoint, and in absence of such appointment, then the office of

To Be Designated

in said City,

NOW, THEREFORE, First Party to secure the payment of the stid 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 action deed, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and as it is, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF

AND STATE OF ILLINOIS, to-wit:

The West twenty four (24) feet of the East forty eight (48) feet of lot eight (8) in the West half of block seventeen (17) in the Canal Trustees' Subdivision of the East half of Section twenty nine (29), Township forty (40) North, Range fourteen (14), 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, essements, 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.

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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 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 my time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premis a except as required by law 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 again to the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate recepts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment whic'. First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said prenuses 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 ing the same or to pay m full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance tolities payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be accepted by the standard mortgage clause to be attached to each policy; and to deliver all policies, including addit on I and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal pulices not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the no'e may but need not, make any payment or perform any act hereinbefore set forth in any form and manner deeme exp dient, and may, but need not, make full or partial payments of principal or interest on prior encumbran es, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or ce eem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All mone's aid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including http://www.fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action no cein authorized may be taken, shall be so 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. Inactic of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on a court of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the note hereby seculed noking any payment hereby authorized relating to taxes or assessments, may do so according to any billy statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, at ment 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 inthe Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding a uning in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of defaut in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of Fi st Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and successors or assigns to do any of the things specifically set forth in paragraph one hereof and successors or assigns to do any of the things specifically set forth in paragraph one hereof and successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding a uning in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the case of default in the note or in this trust deed to the note or in the note or in
- 4. When the indebtedness hereby secured shall become due whether by a relection 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 steen and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note to attorneys' fees, Trustee's fees, appraiser's fees, cutlays 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 recre) 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 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of per cent per annum, when paid on mediately due and payable, with interest thereon at the rate of per cent per annum, when paid on incurred by Trustee or holders of the mote 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 appear.
- 6. Upon, or 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.

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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 fur-ther time when First Party, its successsors 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 in whole or in part 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

- 7. Trust or the holders of the note shall have the right to inspect the premises at all reasonable times and access to creto shall be permitted for that purpose.
- 8. Trustee as 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 here f, r r be liable for any acts or omissions hereunder, except in case of its own gross neglior 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 releve this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that an relebtedness secured by this trust deed has been fully paid; and Trustee may of actistation y evidence that in the becomes section by this trust deed may be an all related has been and deliver a release for of to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 pure ting 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 requered 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 wai nonforms 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 viiting filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded field. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds 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 () reasonable compensation for all acts performed hereunder.
 - Mortgagor's shall deposit 1/12 of the real estate tax and 1/12 of the insurance premium with each worthly payment.

FIRST BANK OF OAK PARK

THIS TRUST DEED is executed by the Oak Park National Bank, not personal, but as Trustee as afore said in the exercise of the power and authority conferred upon and vested in it as such in suce (and said Oak Figure Wattoney Bank, hereby warrants that it possesses full power and authority to exec te his 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 dar Park National 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 National Bank personally are concerned, the legal holder or he ders 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 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 Assistant Secretary, the day and year first above written.

Rν

FIRST BANK OF OAK PARK OAK PARK NATIONAL BANK

As Trustee as aforesaid and not personally,

Vice-President

Assistant Secretary

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RECORDER FOR DEEDS JOOK COUNTY, ILLINOIS FILED FOR RECORD 22142374 Nov 30 '72 1 33 PK STATE OF ILLINOIS) COUNTY OF COOK a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CER-TIFY, that R. A. Johnsen
FIRST BANK OF CAK PARK.
Vice-President of the OAK PARK NATIONAL BANK, Oak Park, Illinois, Grace L. Dahl of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, 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 Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate sal of said Bank to said instrument as his own free and voluntary act and as the free a d v untary act of said Bank, as Trustee as aforesaid, for the uses and purposes GIVEN under my hand and notarial seal, this D. 19_72 November Notary Public. My Commission Expires Nov. 30, 1975 The Instalment-Note-mentioned in the within Trust Deed has been identified herewith under For the protection of both the borrower and lender, the note secured by this Trust Deed should be identifore the Trust Deed is filed for record IMPORTANT fied by the Trustee Identification 11 Madison Street Oak Park, Illinois Trustee

END OF RECORDED DOCUMENT