UNOFFICIAL COPY

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\]	This I	nder	iture.	Made		- 00	30. 1973. be	tween National	Bank of Austin,	
_	1 : .	5 1 10	The same of the	for a second second		nally but as Trus	Paul Paul III e e	and the second second		i i e
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4					nk in pursuanc	e of a Trust Ag	reement dated	October 20	, 1971 and	** * *
a k	nown as tru	st numbe	er— 511	3 —	herein refer	ed to as "First I	arty," and PA	RK NATIONAL	BANK OF	21
	HICAGO, a	Natio	nal Bank	cing Assoc				andria di terio di <u>Le 1864</u> di Bernello		
, ,			and Sala	100	en Illinois see <u>r</u>	enation herein re	ferred to as TRU	JSTEE, witnesse	th:	
. \$\frac{1}{2}	THA	r, whe	REAS Fire	t Party has	concurrently l	erewith executed	an instalment	ote bearing eve	n date herewith	
	n the PRINC	IPAL S	UM OF 119	HTRTY_ROIT	CINASTIONE	AND NO/100 -				
i		48744					Care to the contract of	1. 1. 15 15 1. 1. 1. 2	DOLLARS,	
\wedge								W		
		ote the I	irst Party			t portion of the t		et to said Trust	vered, in and by Agreement and	
	ere nafter s	pecificall	y described	, the said pri	ncipal sum and	interest ——	April 30,	1973	on the	
	оше".ce f р	rincipal 1	remaining 1	from time to	time unpaid a	t the rate of 7-1	./2per cent per	annum in instalı	nents as follows:	
T	نع کست ۱۵۰	D SEVE	MIY-THR	EE AND 91,	/100			and the second	DOLLARS	
,	on the 1s		day of	July	1973 a	and TWO HUNDRI	D SEVENTY-1	HREE AND 91	/100DOLLARS	
				• •					fully paid except	-
		st.	🖊 – Karabara	4 Mars	every month	and the same of the	St. 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	er in a least state	The first season of the	
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						evidenced by said				
4						ll of said principa			e at such banking	
				Chic		1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1			time to time, in	
					•					•
'	writing appo	int, and	in absence	of st ch a pe	details	at the office of see Instalm	PARK NATIO	NAL BANK OF	CHICAGO -	
F	Prepaymen	t priv	ileges g	ranted f	or in said C	see Instalm			ar ga ti e	
	successors a	nd assign	ns, the foll			sents grant, rem		and convey uni	o the Trustee, its	
,	0	ity of	Chicago	owing describ	ed Real Lat	L'uste, lying a	AND STA	TE OF ILLINO	IS, to wit:	
•	Lot 2 the F	ity of l in F ast 11 Quarte	Chicago Block 5: 116 feet er of Se	in Hunting of the No	coun. coun. g and other orth 660 fe	rs Subd_v'siet West of 1	AND STA	TE OF ILLINO st 662 feet of the Sout	IS, to wit: of h	
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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 lish to Tristee 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) refrain from making material alterations in said premises except as recuired by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessme its, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to form to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by st tu. any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now situated on orld premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insu an a companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness eemed hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or da ge, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to e ch policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance bor t expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed er edien, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and 1 urchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale o. It we affecting said premises or contest any tax 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 holders of the note to protect the mortgaged premises and the lien hereof, plus onable compensation to Trustee 1 - 2 a matter concerning which action herein 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. Inaction of Nustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the I tovisions of this paragraph.
- 2. The Trustee or the holders of the note hereby are ared making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement of estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into unity 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 notic ** First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the r ... r 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 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 optic. ** he exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by accelerat' 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 all expenditures and expenses which in vive paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outling for downmentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Turrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably note and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably note are justified to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a runch additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven er can per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including profice 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 forecloser hereof after accrual of such right to foreclose 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 at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may popoint 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

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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 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 deficiency

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access f eret, shall be permitted for that purpose.

Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated or 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 o Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee hall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all independes as 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 thereof, produce and exhibit to Trustee the note representing that all indet edness 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 be used certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the less incompanies 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 her an it may accept as the genuine note herein described any note which may be presented and which conforms in substance vith the certificin herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing fill d in the office of the Recorder of Deeds or Registrar of Titles of the County in which this instrument shall have been __or_ed or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which represses are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, power and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts per remed hereunder.

RIDER ATTACHED HERETO AND 1 AD . PART HEREOF

ments. Mortsagora further agree that upon default in the r. wint of any of the said instaltile rates of the city of the said instaltile rates of the city of the said several seve

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THIS TRUST DEED is executed by the Nation. Back of Anslin, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vise in it as such Trustee (and said National Bank of Austin, hereby warrants that it possesses full power and authority to ere at this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be const aed as creating any liability on the said First Party or on said National Bank of Austin personally to pay the said note or any in creat that may accrue thereon, or any indebtedness expressly waived by Trustee and by every person now or hereafter claim ag any right or security hereunder, and that so far as the First Party and its successors and said National Bank of Austin person and a concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder thall look solely to the premises hereby conveyed section to enforce the personal liability of the guarantor, if any.

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	88648
STATE OF ILLINOIS SE. County of Cook	22318430
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIF	
GISCAISON, Trust Officer and of the NATIONAL BANK OF A	Y that Robert I.
A - I - I - I - I - I - I - I - I - I -	Secretary and NOWN HAPPY
There are O.C.C.	ne persons whose names are subscribed
OMEKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	on and acknowledged that the
ses and purposes therein set forth; and the soid ASSIS	stant Vice President the
then and there acknowledge that She, as custodian of the corporate seal of said Bank, did Ber't to said instrument, as 16.7 own free and voluntary act, and as the free and voluntary act, and as the free and voluntary act.	works and also
r irpo es therein set forth.	ry act of said Bank, for the uses and
Given under my hand and notari	ial seal this 30th
day of April	1973 1973
COOK COUNTY, ILL MOIS	@ 1600 17
VI SECTION	
May 5'73 12 25 PH dilny R. Olson Steet	
22318430	
4	
	with with leaves
AFTER RECORDING MAIL THIS INSTRUMENT TO	the the feet
	is flied in ntiffied (AGO)
	tified by the Taste named herein before the Tust Deed is flied for record. The Instalment Note mentioned in the with the Identification No872
Appropries	P. Liste ust D. No No
TIM P O B protection of lend o	nt No has tion P anni
DATE	record. Instalment N ast Deed has Identification NAPTOVAL BAN ASSIStant
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To To BANK CALL TAND	₹/3
NAL BANK Trustee	BRNK Chicago 4
National Bank of Austin as Trustee To Trustee Trustee Trustee PROFERITY ADDRESS 1335 N. Kedvelle Avenue Chioago, Illinois	Michael BANK of AUSTIN
	oeo .
	Call Call
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Section 1997 and 1997	

END OF RECORDED DOCUMENT