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(D) This Indenture, Made 19 73, between May 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 herein referred to as "First Party," and Mt. Greenwood Bank an Illinois corporation herein referred to as TRUSTEE, witnesseth: principal notes bearing even THAT, WHEREAS First Party has concurrently herewith executed date herewith in the TOTAL PRINCIPAL SUM OFFIFTY THOUSAND AND NO/100 --------\$50,000.00----raie payable to 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 ign sement and hereinafter specifically described, the said principal sum in instalment at follows: THREE HUNDRED NINETY-FIVE AND NO/100-----\$395.00_---DOLLARS, 19 73, and THREE HUNDRED NINETY FIVE on the 10th day of on the 10th day of each and every month thereafter, to and including the 1993, with a final payment of the balance due on the 10th day of 10th 19 32, with interest on the principal bal-0 per cent per annum passale included ance from time to time unpaid .. the rate of 7Ł in the above mentioned pa ments. each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of aid principal and interest being made payable at such banking house or trust company in Chicago
Illinois, as the holders of the note may, for a time to time, in writing appoint, and in absence of such appointment, then at the office of Beverly Bant NOW, THEREFORE, First Party to sect 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 right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the said principal sum of money and said interest in accordance with 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 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 right support of the said principal sum of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid, the right support of the sum of One Dollar in hand paid the right support of the sum of One Dollar in hand paid the right support of the sum of One Dollar in hand paid the right support of the sum of One Dollar in hand paid the right support of the sum of One Dollar in hand paid the right support of the sum of One Dollar in hand support of the sum of One Dollar in hand support of the sum of One Dollar in hand support of the sum of One Dollar in hand support of the sum of One Dollar in hand support of the Support of One Dollar in hand s these presents grant, remise, release, alien and convey not the Trustee, its successors and assigns, the following described Real Estate situate, lying and being it AND STATE OF ILLIN AS, 'o-wit: COUNTY OF The North 1 of Lot 23 and all of Lot 24 in Block 'in Jackson Pk. Highlands in the East 1 of the South West 1 of Section 24, Towns' in 18 North, Range 14 East of the Third Principal Meridian, in Cook County, Illicois.



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

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, with down 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 idence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a casonable time any buildings now or at any time in process of erection upon said makes; (6) comply with all requirements of law or municipal ordinances with respect to the premises and he use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special tax's, social assessments, water charges, sever service charges, and other charges against the premises why do 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 and desire to contest; (9) keep all buildings and improvements now or hereafter situated on and premises in a red 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 of the note, under insurance policies payable, in case of loss or damage, to Trustee for the holders of the note, under insurance policies, including additional and renewal policies, to holders of the note, under insurance policies, to helder of the note, and in surance about to expire, to deliver renewal policies, to
- 2. The Trustee or the holders of the note heret, secured making any payment hereby authorized relating to taxes or assessments, may do so recreive to any bill, statement or estimate procured from the appropriate public office without inquiry int the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfor ur, *xx lien or title or claim thereof.
- 3. At the option of the holders of the note and with at notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed of all, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (e) is mediately in the case of default in making payment of any instalment of principal or interest on the act, 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 or or to be exercised at any time after the expiration of said three day period.
- 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 spacear.
- 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 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 for 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 ale and deficiency.

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

o. Trustee has 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 hereof, nor be liable for any acts or omissions hereinder, except in case of its own gross a gligence or misconduct or that of the agents or employees of Trustee, and it may require indemnition as a factory to it before exercising any power herein given.

9. True ee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfact revidence that all indebtedness 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 mature, between, produce and exhibit to Trustee the note representing that all indebtedness hereby secured hereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured hereof and paid, which representation Trustee may accept as true without inquiry. Where a release is requested 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 rever 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 which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of Fir to Pirty.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dueds 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 to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trust of, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, any hing herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agree nents herein made are made and intended, not as personal covenants, undertakings and agreeme to of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, or this instrument is executed and delivered by Beyerly Bank, as Trustee, solely in the exercise of the power of the pow

Anything herein contained to the contrary notwithstanding, it is understood and agreed that I everly Bank, individually, shall have no obligation to see to the performance or non-performance of an 'of t'e coverants herein contained and shall not be personally liable for any action or nonaction taken in 'at'n of any of the coverants herein contained, it being understood that the payment of the money secure' he by and the performance of the covenants herein contained shall be enforced only out of the property 'ere'y mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Beverly Bank, not personally but as Trustee as aforesaid, has caused the sepresents 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,

Ass. Vice-President Trust Officer ST Acode Pedgust

Assistant Trust Officer—Assistant Cochic

UNOFFICIAL COPY

COOK COUNTY, ILL FILED FOR REC	INOIS	Silver H. Chev.
STATE OF ILLINOIS SEATER STATE OF ILLINOIS	57 Ar.	22348684
COUNTY OF COOK		
I, Dorothy M a Notary Public, in a	nd for said County, in the State	aforesaid, DO HEREBY
CERTIFY, that Jun	e R. Ritchie ent of Beverly Bank, and Arthur	
xCession of said Bank, names are subscribed tant Trust Officer-Ass person-and acknowled, own free and voluntar as aforesaid, for the ur	who are personally known to me to be on the foregoing instrument as such stant Cashier, respectively, appeared that they signed and delivered the act and as the free and voluntary as and nurposes therein set forth and set and nurposes therein set forth and the set and nurposes therein set forther and the set and nurposes therein set forther and the set and nurposes therein set for the set and nurposes	nt Trust Officer Assistant e the same persons whose lice-President, and Assis- l before me this day in e said instrument as their t of said Bank, as Trustee
corporate seal of said frent ashis own if the contract of the contract o	Sank, did affix the corporate seal of ree and voluntary act and as the free oresaid, for the uses and purposes th	
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Box 200 TRUST DEE		Sowoff Control 1957 Williams STREET CHICAGO, ILLINOIS SOCIAL PHONE 445.2200 TRUST DIVISION
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