## UNOFFICIAL COPY

TVI T B	22 36	4 702		y	ı
inis indenture, Made	MAY 20	1973 between	PIIII MAN BAN	W AND Thrown	
on minus curpuration	u. Not bersonally hilt as	Trustee under the prote	icions of a D	ed or Deeds	£+3
n trust duly recorded and delive	ered to said Bank in pur		1 2 2 2		
TULY 9, 1968—	and known as true	st number71-80632.	er en en Design	erein referred	<del></del>
o as "First Party," and				CICILI ICICII OU	₹ <sup>5</sup> 55
		4.4		<del></del>	<u> </u>
n Illinois corporation herein refe	erred to as TRUSTEE, witn	esseth:			
THAT, WHEREAS First	Party has concurrently h	erewith executed an inst	taliment note	bearing even	
late herewith in the PRINCIPAL S	and the second second second		1000	200	
SIXTY THOUSAND AND NO		(\$60,000.00)	) <del></del>	DOLLARS.	
nade payable to BEARER		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		ed, in and by	
which said Note the First Party	promises to pay out of th	at portion of the trust o	estate subject	to said Trust	
grement and hereinafter specif	ically described, the said	principal sum and interes	st ·		
	on the balance of princ	ipal remaining from time	to time uppe	id at the rate	i
of 8 tercent per appum in in				•	
of 8 rer cent per annum in in	statiments as follows:	ON OR BEFORE ONE (	L) YEAR	Pomars	
on the day of	19 and			— <del>Вошила</del>	
on the	end	there	after until said	note is full-	1
and amount that the first					
paid except that the mal payme	ent of principal and inter	est, if not scener paid, a	hall be due er	⊢the	
- day of		such payments on acc	ount of the	indebtedness	j
evidenced by said note to be for principal; provided that the run	applied to interest on cinal of each installment:	the unpaid principal bala	ance and the	remainder to	
of the per cent per annum, and	d an of said principal and	interest being made pay	able at such b	anking house	
or trust company in ———— CH				_	
note may, from time to time, in		absence of such appoint	linois, as the l	the office of	
PULLMAN BANK AND TRU					
				in said City	
NOW, THEREFORE, F said interest in accordance with t	irst Party to secure the	payment of the said pr	incipal sum o	f money and	
of the sum of One Dollar in har	nd paid, the receipt where	eof is hereby acknowledg	zed, does hy t	hese presents	
grant, remise, release, alien and Real Estate situate, lying and be	convey unto the 'lius' ce	its successors and assig	ms, the follow	ing described	
and be				•	
	COUNTY OF -	COV AND STATE O	F Illinois, 1	o wit:	
The East 178.5 fe	et of the South 15 fe	eet of Lo. Three (3)	and the Ea	st	
178.5 feet of Lot	s 4, 5 and 6 in Maxte	ed's Sub / vision of	the East 47	3 · i	
	775.5 feet (except to North 350 feet there				
178.2 feet of the	330 ICCC CHCI				
178.2 feet of the Section Eighteen,	Township Thirty-eigh	nt North, Range Tel	ve (12), Ea	st	
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	
Section Eighteen, of the Third Prin		nt North, Range Tel er plat recorde To	ve (12), Ea	st	
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	2
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range Tel er plat recorde To	ve (12), Ea	st	22
Section Eighteen, of the Third Prin as Document 14442	cipal Meridian, as p	nt North, Range T.el er plat recorde. You	ve (12), Ea	st	22 36
Section Eighteen, of the Third Prin	cipal Meridian, as p	nt North, Range T.el er plat recorde. You	ve (12), Ea	st	22 364
Section Eighteen, of the Third Prin as Document 14442 which, with the property herein TOGETHER with all i	nafter described, is referred	ed to herein as the "pre	mises,"	948	22 364 70
Section Eighteen, of the Third Prin as Document 14442 which, with the property herein TOGETHER with all i belonging, and all rents, issues	nafter described, is referred and profits thereof for se	ed to herein as the "pre	mises,"	ances there in the Party its	22 364 702
Section Eighteen, of the Third Prin as Document 14442 which, with the property herein TOGETHER with all is belonging, and all rents, issues successors or assigns may be entiand not secondarily), and all as	nafter described, is referred improvements, tenements and profits thereof for so titled thereto (which are plipparatus, equipment or a	ed to herein as the "pre t, easements, fixtures, so long and during all suredged primarily and on a rticles now or hereafter	mises," and appurtench times as F a parity with s	ances there in irst Party, its aid real estate to the recon used to	22 364 702
Section Eighteen, of the Third Prin as Document 14442 as Document 14442 which, with the property herein TOGETHER with all is belonging, and all rents, issues successors or assigns may be entiand not secondarily), and all a supply heat, gas, air conditioni	nafter described, is referred improvements, tenements and profits thereof for so titled thereto (which are pleasers, equipment or a ng. water, light, power, ang. water, light, power, ang. water, light, power, and contact the second contact t	ed to herein as the "pre to long and during all su- edged primarily and on a rticles now or hereafter	mises," and appurtench times as Faparity with a therein or the role units or	ances there in irst Party, its aid real estate ereon use to controlled t	22 364 702
which, with the property herein TOGETHER with all is belonging, and all rents, issues successors or assigns may be entiand not secondarily), and all as supply heat, gas, air conditionit trolled), and ventilation, includ and windows, floor coverings, in	nafter described, is referred improvements, tenements and profits thereof for stitled thereto (which are plipparatus, equipment or an equipment of equipment or an equipment of equipment or an equipment of equipment or equipment of equipment of equipment of equipment or equipment of equ	ed to herein as the "pre ded to herein as th	mises," and appurtench times as F a parity with stherein or the ngle units or window shades	ances there is the said real estate ereon used to centrally consists and dealered	22 364 702
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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:

- Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its essors 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general tree, and pay special taxes, special assessments, water charges, sewer 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 receip's therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which Pist Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on sail plemises 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 10 ray in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under any ance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such ights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policier, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to de iver 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 an oner deemed expedient, and may, but need not, make full or partial payments of principal or interest on or or ancumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All a loneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection the swith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect by cortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning with action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall be om; immediately due and payable without notice and with interest thereon at the rate of seven per cent per cont.m. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the not her by 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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien a title or claim thereof.
- 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, notwith as ding 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 installment 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 paragravia o e hereof and such default shall continue for three days, said option to be exercised at any time after the expitation of said three day period.
- 4. When the indebtedness hereby secured shall become due wheth r by acceleration 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 r at all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the ore for attorneys' fees, Trustee's fees, appraiser's fees, outlays 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 dear to of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, are similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably eccess ry either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such eccess the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in on paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and law able, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holder. cr the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which eit er of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedn a hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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.
- 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 foreclesure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms thereof 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 foregiose 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

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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 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 time to time may authorise 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 thereto shall be permitted for that purpose.
- 8. 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 hereunder, except in case of its own gross negligence or absconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it had no were any power herein given.
- s. Prustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactry of idence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and driver 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 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, is ustee may accept as the genuine note herein described any note which bears a certificate of identification purport in the bear of identification purport in the bear of the note and which purports to be executed on behalf of First Party; and where the release is requested of the interval 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 purports to be executed on behalf of First Party.
- 10. Trustee may resign by in true at in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been exorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deed 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 ontitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by Pullman Bank and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred then and vested in it as such Trustee (and said Pullman Bank and Trust Company, hereby warrants that in presences 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 Farty or on said Pullman Bank and Trust Company, personally to pay the said note or any interest that may at it is 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 he caft. claiming any right or security hereunder, and that so far as the First Party and its successors and said Pullman Bank and Trust Company personally are concerned, the legal holder or holders of said note and in 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, PULLMAN BANK AND TRUST COMPANY, 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.

COULTMAN BANK AND TRUST COMPANY

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President

Assistant Secretary

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STATE OF ILLINOIS  STATE OF ILLI	The Brazilla Control of State Control of		
Country of Cook    Tohanan Wykefeff   Tohanan Wykeff   Tohanan		FILED FOR RECORD	
a Notary Public, in and for half County, in the State aforesaid, DO HEREBY CERTIFY, that.  B. H. Schneither:  Vice-President of Pullman Bark and Thuir Company, and D. M. Hard.  Of said Bank, who are personally known to me to be the same personal whose manes are substribed to the personal state of the said instrument as the two persons whose manes are substribed to the personal state of the said instrument as their own free and voluntary act and as the free and voluntary act of said said assistant Secretary then and there asknowledged that the uses and purposes therein set forth; and the said instrument as 'Escows 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.  GIVEN under my hand and notarial seal, this 27th  AD. 19.73  AD. 19.73  AD. 19.73			22364702
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that B. H. Schralbar — Vice-President of Pullman Bank and Thur Company, and D. M. Hard — Assistant Secretary 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 the, as custodian of the corporate seal of said Bank, and as the 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.  GIVEN under my hand and notarial seal, this 27th  A. D. 19.73	COUNTY OF COOK		
The president of Pullman Bank and Thuer Confant, and D. M. Hard  Of eald Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vies-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument instruments as few own from any value and as the free and voluntary act and as the free and voluntary act and as the free and purposes therein set forth; and the said Assistant Secretary then and there acknowledged thateles, as custodian of the corporate said of said Bank, that after the corporate said of said Bank to a said bank to asid bank to asid bank to said bank to sa			oresaid, DO HEREBY CER-
of eaid 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, as adding to the corporate seal of said Bank, as dail fastiment as falk 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.  GIVEN under my hand and notarial seal, this 27th  Appendix of the corporate seal of the uses and purposes therein set forth.  D. 19.73  MArch  D. 19.73		TIFY, that B. H. Schreiber	
of said Bank, who are personally known to me to be the same persona 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 instruments as their own free and voluntary act and as the 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 the corporate seal of said Bank to said instruments as filter on 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.  GIVEN under my hand and notarial seal, this.  27th  March  March  March  Office of the uses and purpose therein set forth.	*	Vice-President of Pullman Ba	NK AND TRUST COMPANY, and
Port March Law Deep Law	Dropon A	of said Bank, who are personally known to me to be the are subscribed to the foregoing instrument as such a Secretary, respectively, appeared before me this day in a they signed and delivered the said instrument as their and as the free and voluntary act of said Bank, as uses and purposes therein set forth; and the said Asist acknowledged that the said Bank to said instrument at act and as the free and voluntary act of said Bank, as Truetand as the free and voluntary act of said Bank, as Truetand Bank, as Truet	he same persons whose names Vice-President, and Assistant berson and acknowledged that own free and voluntary act Trustee as aforesaid, for the ant Secretary then and there seal of said Bank, did affix bek own free and voluntary
TRUST DEED  The Landlement Note mentioned in the within The Landlement Note mentioned in the within The Landlement Note mention description in the within TRUST DEED  TRUST DE	1	GIVEN under my hand and notarial seal, this	
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