

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

JUN 25 62-35 149L
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This Indenture, Made June 19, 1973, between Western National Bank of Cicero, a National Banking Association, 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 September 17 and known as Trust No. 4905 herein referred to as "First Party," and Bank of Commerce in Berkeley herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed Principal note bearing even date herewith in the PRINCIPAL SUM OF Twenty-One Thousand (\$21,000.00) DOLLARS, made 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 Trust Agreement and hereinafter specifically described, the said principal sum as follows: One Hundred Ninety-Five or more dollars on the 1st day August 1973 and One Hundred Ninety-Five or more dollars on the 1st day of each month thereafter until said note is fully paid, shall be due on the 1st day of July 1988.

eight percent principal bearing interest after maturity at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Berkeley Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

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 trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit: The North 39 feet of Lot 3 in Block 5 in Henry Soffel's Second Addition to Melrose Park, a Subdivision in the W $\frac{1}{2}$ of Section 4, Township 39 North, Range 12, E. of the 3rd P. M. in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, easements, assessments, fixtures and appurtenances (now or hereafter) and all rents, leases and profits thereof for so long and during all such time as First Party, its successors or assigns may be entitled thereto (with or without 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 unit or centrally controlled) and ventilation, including (without limitation) the foregoing) screens, window shades, storm doors and windows, floor coverings, in-door beds, swings, stoves and water heaters. All of the foregoing is 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 on 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 the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof.

IN WITNESS WHEREOF, WESTERN NATIONAL BANK OF CICERO, 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.

WESTERN NATIONAL BANK OF CICERO
As Trustee as aforesaid

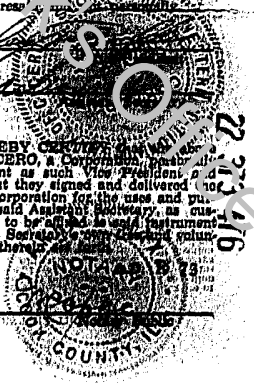
By *[Signature]*
ATTEST *[Signature]*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that I am a duly qualified and commissioned Notary Public, and that I am 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 (not said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation, as said Assistant Secretary's name is subscribed to said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein.

Given under my hand and Notarial Seal this 19th Day of June

[Signature]



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness secured hereby 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 material or other liens or claims for lien not expressly provided for in the lien hereto; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereto, 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 ordinance 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 taxes, and pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when the same are levied or assessed on the premises 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 on said premises insured against loss or damage by fire, lightning or any other cause or causes; (10) keep all buildings and improvements on said premises insured against loss or damage by fire, lightning or any other cause or causes 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 withehold 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 compliance 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, each right to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than 30 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 expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, or pay or tender 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 hereto, plus reasonable compensation to Trustee for each 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 Trustee or holders of the note shall never be considered as a waiver of any right according to them on account of any of the provisions of this paragraph.
2. The Trustee or the holders of the note hereby 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 or title or claim thereon.
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, 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 paragraph one hereto 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 become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereto. In any suit to foreclose the lien hereto, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures for expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee, appraiser's fee, custody for docketing and expert evidence, stampers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) including all such abstracts of title, title searches and examinations, guarantee certificates and similar documents and similar duties and assessments 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 decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of 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 incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, or (b) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, or (c) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (d) preparation of the decree of any foreclosure sale of the premises which might affect the premises or the security hereof, whether or not actually commenced; or (e) preparation of the decree of any foreclosure sale of the premises 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 hereto; second, all other items which may be due to or for the benefit of the holders of the note or the Trustee or the holders of the note or the Trustee or the holders of the note or the Trustee or the holders of the note or the Trustee or the holders of the note; third, any moneys which may be due to or for the benefit of First Party, its legal representatives or assigns, as their rights may appear.
5. Upon, 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 before or after sale, without notice, without regard to the solvency or insolvency or to the time of application for such receiver, and the receiver, if appointed, shall be 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 occupied as a homestead or not and the Trustee hereunder shall 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, 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 proceeds of such sale 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 hereto or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
6. 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.
7. 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 shall Trustee, 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.
8. Trustee shall release this trust deed at the file thereof by proper instrument upon presentation of satisfactory evidence 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 maturity thereof, be a party to the note represented by the note represented by this trust deed, which representation Trustee may accept as true without inquiry, where a release is requested by a successor trustee, each successor trustee may accept as the genuine note herein described any note which bears a certificate of identification prepared 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 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 which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
9. 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 Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall be deemed to be a Successor in Trust and shall have the same powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
10. THIS TRUST DEED is executed by the Bank of Commerce, National Bank of Chicago, 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 as Successor in Trust) by the Board of Directors of said Bank of Commerce, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that no note or interest on said note contained shall be construed as creating any liability on the said First Party or on said Western National Bank of Chicago personally but as Trustee or on the said note or any interest thereon, or any indebtedness secured 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, its successors or assigns, said Western National Bank of Chicago personally are concerned, the legal holder or holders of said note, and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, and the enforcement of the lien hereby created, in the manner herein set forth in said note provided or by action to enforce the personal liability of the guarantor, if any.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 25 '73 1 39 PM.

William K. Ober
RECORDER OF DEEDS

22373476

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith

under Identification No. 900241

by Vice President

NAME | Bank of Commerce in Berkeley
STREET | 5500 St. Charles Road
CITY | Berkeley, Illinois 60163
INSTRUCTIONS | OR

RECORDER'S OFFICE BOX NUMBER BOX 533

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1200 N. 33rd Avenue
Melrose Park, Illinois

END OF RECORDED DOCUMENT