

23 402 822

①

This Indenture, Made

February 28, 1976

between Roselle State Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and returned to said Bank in pursuance of a Trust Agreement dated 7/23/74 and known as trust number

477 herein referred to as "First Party," and PARK NATIONAL BANK OF CHICAGO, a National Bank of Association, herein referred to as trustee, witnesseth:

WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of

NINETY-FIVE THOUSAND AND NO/100 DOLLARS,

made payable to BECKER 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 in

Interest/Installments as follows: SEVEN THOUSAND THIRTY-TWO AND 29/100 DOLLARS

on the 20th day of March 1976, and SEVEN THIRSDRED THIRTY-TWO AND 29/100

on the 20th day of each an every month thereafter, to and including the

20th day of February 1977, with a final payment of the balance due on the 20th

day of February 1977, with interest on the principal balance from time to time unpaid at the rate

of 9-1/4 per cent per annum payable

10.50 per cent

Each of said installments of principal bearing interest after maturity at the highest rate per annum, and all of said principal and interest being made payable at such banking office or trust company in Chicago

Illinois, as the legal holders of the note may, from time to time, by writing appoint, and in absence of such appointment, then at the office of PARK NATIONAL BANK OF CHICAGO in said City.

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, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the Village of Evanston, Cook County of

Cook AND STATE OF ILLINOIS, to-wit: That part of Block 9, Unit 5 Havenor Gardens First Addition of part of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at a point on the North Line of said Block 9, 478 feet East of the Northwest Corner of said Block 9; thence South at right angles a distance of 120 feet to the South Line of said Block; thence East on the South Line of said Block a distance of 78 feet; thence North at right angles a distance of 120 feet to the North Line of said Block; thence West on the North Line of said Block a distance of 78 feet to the place of beginning.

12.00

Commonly known as: 2091 Harbison Avenue, Havenor Park, Illinois, 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 thereon or therein 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, inlaid beds, awnings, stoves and water heaters. All 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.

THIS INSTRUMENT WAS PREPARED BY CYRIL GARDNER, NATIONAL BANK OF CHICAGO, 5 N. MILWAUKEE AVE., CHICAGO, ILLINOIS 60611

Box 480

23 402 822

23 APR 82 B

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. The indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its heirs 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 mechanical or other liens or claims for lien not expressly waived by the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or its 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, in conformity with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinances; (6) 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 due, and upon written request furnish to Trustee or its holders of the note duplicate receipts therefor; (7) pay to full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and extended coverage 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 available, in case of loss or damage, to Trustee for the benefit of the holders of the note, such policies 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 ten days prior to the respective dates of expiration, then, if such in the holders of the note may, but need not, make any payments or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof or interest from any tax sale or forfeiture otherwise, and premises or contents any tax or assessment. All moneys paid for any of the purposes herein set forth 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 reasonable compensation to Trustee for each matter concerning which action hereof set forth 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 in addition to Trustee or holders of the note shall never be considered as a waiver of any right accruing to or in an 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, warrant or certificate procured from the appropriate public officer without inquiry into the accuracy of such bill, warrant or certificate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. As 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 the trust deed to the contrary, become due and payable (a) immediately in the case of default in making payments 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 hereof and such default shall continue for three days and option to be exercised at any time at or the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holders of the note or Trustee shall have the right to foreclose the lien hereof. In any such foreclosure, the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, cartage for documentary and expert evidence, stenographers charges, publication costs and costs which may be estimated as in terms to be expended after entry of the decree, of procuring all such abstracts of title, title searches and examinations, guarantee policies, Taxers certificates, and similar data and assistance 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 holders of the note which may be had pursuant to such decree the true condition of the title or to 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 seven per cent per annum, when paid or incurred by Trustee or holders of the note 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 the trust deed or any indebtedness hereby secured; or (b) the 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 its interest as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus 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 in foreclosure 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 of the 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 - the holders of the note shall have the right to inspect the premises at all reasonable times and except where prohibited by law shall be permitted for that purpose.

8. Trustee 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 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 release the trust deed and the lien 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, 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 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 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.

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 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 to reasonable compensation for all acts performed hereunder.

11. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, and on his own behalf and on behalf of each and every person except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the ROSELLE STATE BANK AND TRUST COMPANY, 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 said ROSELLE STATE BANK AND TRUST COMPANY, hereby warrants that it possesses 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 Party or on said ROSELLE STATE BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant therein expressed 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 ROSELLE STATE BANK AND TRUST COMPANY personally are concerned, the legal holder or holders 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, ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



ROSELLE STATE BANK AND TRUST COMPANY
As Trustee as aforesaid and not personally.

By *Arnold C. Shadley*
Trust Officer

ATTEST *C. B. ...*
Assistant Secretary

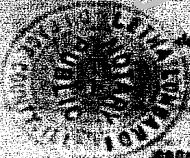
23 402 822

STATE OF ILLINOIS
County of DuPage

I, John Edwards,
a Notary Public, do and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Russell C. Shockey

Trust Officer of the Roselle State Bank and Trust Company, and
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 Trust Officer, 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 seal of said Bank to said instrument as
his 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 20th
day of February, A. D. 19 76.



John Edwards
Notary Public

FILED

FEB 21 11 52 AM '76

#23402822

The instrument here mentioned in the
within Trust Deed has been registered here
with index Registration No. 23402822
FILED BY [Signature]
Notary Public

IMPORTANT
For the protection of both the bank
and lender, the name recorded
by this Trust Deed should be of
record by the Trustee named
before the Trust Deed is
recorded.

Box 410

TRUST DEED

ROSELLE STATE BANK
AND TRUST COMPANY
as Trustee

To

PARK BROTHERS, PARTNERSHIP,
a National Business Association

Trustee

ROSELLE STATE BANK
AND TRUST COMPANY
ROSELLE, ILLINOIS

