### OFFICIAL C

23 451 419

This Indenture, Made April 8, 19 76, between MELROSE PARK NATIONAL BANK, 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 1848 March 30, 1976 and known as trust number herein referred to as "First Party," and MELROSE PARK NATIONAL BANK, a National Banking Association ANXION AN HIBSHAME herein referred to as TRUSTEE, witnesseth: THAI, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date no ewith in the PRINCIPAL SUM OF THIRTY-FOUR THOUSAND AND NO/100--------(\$34,000,00)-made payable to the order of 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 \*and interest on the beance of principal remaining from time to time unpaid at the rate of cent per annum in instalments a follows: Two hundred seventy-nine and 53/100--(\$279.53)Dollars/ 19 76, and Two hundred seventy-nine and 53/100 DOLLARS/ June on the 1st day of (\$279.53) day of each on the 1st month until said note is fully paid except to the final payment of principal and interest, if not sooner paid, shall be due on the 8th day of April 392001, all such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 9.5 per cent per annum,\* April ‡in instalments as follows: DOLLARG , and on the day of 19 DOLLARS on the day of each . 19 thereafter to and including the day of , with a final payment of the balance due on the day of together with interest on the principal balance from time to time unpaid at the rate of per cent per annum, payable with and at the time for, and in addition to each of the said principal instalments; provided that each of said instalments of principal shall bear interest after maturity at the recent and all of said principal and interest being made payable at such place in Malrose Park Illinois, as the holder or holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Melrose Park National Bank in sail State of Illinois; NOW, THEREFORE, First Party to secure the payment of the said principal and 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 Berwyn Cook AND STATE OF ILLINOIS, to-wit: The South  $\frac{1}{2}$  of Lot 22 and the North 2/3 of Lot 21 in Oak Park Avenue and Riverside Park way Subdivision of that part of Lot 3 in Partition of the West 51.49 acres of the West 1/2 of the North East 1/2 and the East 41 acres of the East 1/2 of the North West 1/2 of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of Riverside Parkway, in Cook County, Illinois. The co-signers of the Instalment Note described herein also agree to deposit with the

holder of said Instalment Note 1/12 of the annual real estate taxes each month.

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

The state of the s

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, windows 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.

NOTE: If interest is nayable in addition to stated instalments, strike out from \* to \*

NOTE: If interest is payable in addition to stated instalments, strike out from \* to THIS DOCUMENT WAS PREPARED BY: RUTH BANNISTER, REAL ESTATE LOAN DEPARTMENT MELROSE PARK NATIONAL BANK

MELROSE PARK, MLINOIS 60160

## NOFFICIAL CO

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 conditien and repair, without waste, and free from mechanic's or other liens or claims for lien not express'y abordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or "large 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) com ly with all requirements of law or municipal ordinances with respect to the premises and the use them? (6) refrain from making material alterations in said premises except as required by law or municip i ordinance; (7) pay before any penalty attaches all general taxes, and nay special taxes, special assess." of a water charges, sever service charges, and other charges against the premises when due, and upon with a request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under clotest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against less or damage by fire, lightning or windstorm under policies providing for payment by the insurance complete or paying the same or to pay in call the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance above, or expire, to deliver renewal policies, to holders of the note, and in case of insurance above, or expire, to deliver renewal policies, to holders of the note, and in case of insurance above, or expire, to deliver renewal policies, of this paragraph.
- 2. The Trustee or the holders of the note hereby secured and ing any payment hereby authorized relating to taxes or assessments, may do so according to any hall 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 the or claim thereof.
- 3. At the option of the holders of the note and without notice to First Farty, 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 instalment of principal or interest on the note, or (b) i. i.e event of the failure of First Party or its successors or assigns to do any of the things specifically set orth in paragraph one hereof 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 therwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit of foreclose 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 holder of he note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert eride acceptance of the note for attorneys' charges, publication costs and costs (which may be estimated as to items to be expensed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 9.5 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 this trust deed or any indebtedness hereby secured; or (b) 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 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 inclosuredness 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 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

### UNOFFICIAL COPY

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 deer a provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deheiency.

- 7. Trus.ee 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 by 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 'areof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or missionduct 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 this 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 deline 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 boars a certificate of identification purporting to be executed by a prior trustee hereunder or which con or ns in substance with the description herein contained of the note and which purports to be executed or 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 enume 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 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 entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by Melrose Park National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as so of Trustee (and said Melrose Park National Bank hereby warrants that it possesses full power and a trustity 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 Matose Park National Bank personally to pay the said note or any interest that may accrue 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 hereafter claim; gany right or security hereunder, and that so far as the First Party and its successors and said Melrose Park National Bank 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, MELROSE PARK NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its A. Vice. President, and its corporate seal to be hereunto affixed and attested by its Ass't. Secretary, the day and year first above written.

Executed and delivered

METROSE PARK NATIONAL BANK

METROSE PARK NATIONAL BANK

As Trusted as a foresaid and not personally,
purpose of bird it retains descaid.

Press condition, crafting forms to the conferry not
personal liability or responsibility is assumed by the METROSE Assistant Vice

Pesident

HONAL BANK, or any of the beneficiaries under the within stried ecceture.

By virtue hereof, all such personal liability, if any, being expressly walked
and released by all other parties hereto, and those claiming by, through

٠.

# **UNOFFICIAL COPY**

I, the undersign HEREBY CERTIFY, TI  A. Vice President of i and Ban said Bank, who are pers to the foregoing instrument appeared before me this said instrument as their Bank as Trustee as af seel of said Bank, did a free and voluntary act an for the uses and purpose	APR 14 AM 11 17  CPR-14-76 1 7 2 4 5 9 2 2545  ed, a Notary Public, in and for said Co  IAT Thomas P. Condon  MELROSE PARK NATIONAL BANK, A  chara J. Karg  onally known to me to be the same persent as such A. VicePresident and AB  is day in person and acknowledged that  cown free and voluntary act and as the oresnid, for the uses and purposes to  an and there acknowledged that he/she  iffix the corporate seal of said Bank to  ad as the free and voluntary act of said  is therein set forth.  hand and notarial seal, this 8th  , A.D., 19 76	National Banking Association,  National Banking Association,  Ass't. Secretary of sons whose names are subcribed s't. Secretary, respectively, they signed and delivered the free and voluntary act of said herein set forth; and the said as custodian of the corporate said instrument as his/her own Bank, as Trustee as aforesaid,
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	MPORTANT  Direction of both the borrower  the note secured by this Tru a d be identified by the Trustee ein before the Trust Deed is  c.vd.	23451419
TRUST DEED  WI  TRUST DEED  WI  TO  Melrose Park National Bank  as Trustee  To  MELROSE PARK NATIONAL BANK	Trustee	MELROSE PARK MATIONAL BANK MEROSF PARK, ILLINOIS  ***********************************