## **UNOFFICIAL COPY**

599182

76 23 458 785 THIS INDENTURE, Made April 19

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 9, 1976

and known as trust number [5443] herein referred to as "First Party," and Chicago Title Insurance Co.

an Illinois corporation herein referred to as TRUSTEE, wilnesseth:
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF

HUNDRED FIFTEEN THOUSAND

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 and interest on the balance of principal remaining from time to time unpaid at the rate of Nine (9)

per cent per annum

in 144 montary instalments as follows: \$2,446.79 dayof 1st June

19 76 and \$2,446.79 **DOLLARS** DOLLARS

an the

day of each month

thereafter until said note is fully paid except th

All such payments on account / the provided that the principal / ear

1st day of May, 1988
the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainer to principal; early instalment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal

and interest being made payable at such brinking house or trust company in Chicago, Illinois

n.linois, 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

## Sidney Palder

in said City,

NOW, THEREFORE, First Party to secure the perment of the said principal sum of money and said interest in accordance with the terms, provisions and stations of this trust deed, and also in considers on of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents int, remise, release, after and convey unto the Truster, it successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

AND STATE OF ... 'NOIS, to wit:

Lots 88 to 90 in Johnson's addition to Chicago, said Addition being a Subdivision of part of Lots 3, 5 and 6 in the Assessor's Division of Unsubdivided Lands in Section 31, To nahip 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and

Lots 1 to 3 in Block 2 in David S. Lee s Addition to Chicago in Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all improvements, elements, easements, fixtures, and appurtenances thereto belong it is, and all rents, issues and profils the such times as First Party. Its successors or assigns may be entitled thereto (which are pledged primarily and its and its additional equipment or articles now or hereafter therein or thereton used to supply heat a gas, air conditioning materials. The profit of the pr

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the process and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- It is Further understood and agreed that:

  1. Until the indebtedness aforesaid shell be fully paid, and in case of the failure of First Party, its successors or as gas 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) .e.p. aid 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 "ured" (3) pay when due any indebtedness or the lien benefit of the lien are for any or the lien hered, and upon request exhibit satisfactory evidr. ... of "the discharge of such prior lien to comply with all requirements of law or municipal ordinance," (7) pay before any pending or buildings now or at any time in prices of erection upon said premises; (5) premises except as required by law or municipal ordinance." (7) pay before any pending the same or to pay any or the pay pending that the premises are receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire. On the displaced of the note and under protest in the manner provided by statute, any tax or assessment which First Party may desire. On the displaced of the note of the note, under insurance companies of moves sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness seer red he shy all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the hold rs of ne note, such rights the note and in case of landard mortinger clause to be attached to each policy; and to deliver all policies, including additional and rene "al." of ies, to holders of the note may, but need not, make any payments of principal or interest on prior encumbrance, before any or damage, to Trustee for the benefit of the hold rs of need not, make any payments of principal or interest on prior encumbrance,
- The Trustee or the holders of the note hereby secured making any payment hereby authorized refating to taxes or assessments, may do so according to any bill, and 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, sale, forfeiture, tax lien or title or claim thereof.
- 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 vithstanding 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 aliment of principal or interest on the note, or (b) in the event of the fallure of First Party or its successors or assigns to do any of the things specifically set forth in graph 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.
- aragraph 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 otherwise, holders of the note or Trusiee shall have the right to foreclose and hereof, there shall be allowed and included as additional indebtedness in the decree for said all expenditures and expenses as be paid or incurred by or on behalf of Trusiee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evid enorgraphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of its searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to titile as Trustee or holders of the note may determine the processary either to prosecute such suits or to evidence to bilders at any sale which, may be had pursuant to such decree the true condition of the title too the promises. All expenditures and expenses of the nature in this paragraph mentioned shalf become so much additional indebtedness secured hereby an proceedings, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with or proceedings are provided to the processor of the security of the decrease of the rest per control and paragraph and paragraph mentioned shalf become so much additional indebtedness secured hereby approaches and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendent, by reason of this not actually commenced; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure when the proceedings and parkruptcy proceedings of the commencement of any suit for the foreclosure hereof after accrual of such right to forec
- 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 notification to that evidenced by the note, with interest thereon as hereif; provided; third, all principal and interest remaining unpaid on the other flowing that the process of the process
- note; fourth, any overplus to First Party, its logal representatives or assigns, as their rights may appear.

  8. Upon, or all any time after the filling of a bill to foreclose this trust deed, the court in which such bill is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solveney or insolvency at the time of application for such receiver, of the person occupied as a homestead on the payment, of the indistbedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead on one of the payment, of the indistbedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead on one of the payment, of the premise of the premises of the premis
  - 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 misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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11. This trust shall be deemed a Security Agreement as defined in the Illinois Commercial Code. This trust deed creates a security interest in favor of holder of this trust deed in all property including all personal property, fixtures and goods affecting the property either referred to or described herein or in any way connected with the use or enjoyment of the premises.

12. The party of the first part hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on its behalf and on behalf of each and every person, except decree or judgment creditors of the party of the first part, acquiring any interest in or title

to the remises subsequent to the date of the trust deed. VICE PRESIDENT YNDA J. PARRY STATE OF ILLINOIS COUNTY OF COOK } ss. JAMES M. QUINN ROGER L. CLIFFORD of said Bank, who are necessary weave, per to be the same persons we president, and besetted the president, and best of the president, and the said said said the president as their own too and voluntary act and in a said said said to be the president as the free and voluntary act and in and there acknowled corporate said of said Bank to said instrument as his own free and v aforcead, for the uses and purposes therein sat forth. Given under my hand and notarial seal, th THIS INSTRUMENT WAS PREPARED BY JEROME MARVIN KAPLAN, 29 S. LaSalle St., Chgo. IMPORTANT within rule Dee 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 OF MAKED, FOR BECORD. CHICAGO TITLE AND TRUST CORPANY, TRUS, EE DROJEN HOR GELDRO APR 21 '76 3 03 PH T SECRETARY NATIONAL BOULEVARD BANK
OF CHICAGO JEROME MARVIN KAPLAN ATTORNEY AT LAW SUITE 803

OF RECORDED