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HERITAGE/PULLMAN BANK AND TRUST COMPART

This Indenture, Made May 4th, 1976 19 between Pullman Bank and Trust Company, an Illinois Corporation, 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

October 27, 1975

and known as trust number

herein referred

to as "First Party," and

CHICAGO TITLE INSURANCE COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL BUM OF

on the balance of principal remaining from time to time unpaid at-the-rate

71-81440

of --- per cont per annue in installments as follows: Eight Hundred Eighty One --- Dollars on the fifteenthday of May, 19 75 and Eight Hundred Eighty One --- Dollars weekly thereafter until said note is fully

paid except-that the finil-payment of our mipal and interest; if not conner quiet, shall-bo-duo-on-tho-

1 or trust company in Chicago,

Illinois, as the holders of the

anote may, from time to time, in writing appoint, and ir accence of such appointment, then at the office of

KRAML DAIRY, Inc.

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 limitation, of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack owledged, 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

County of Cook and Sixte of Illinois, to wit:

Lot 23 and 24 (except that part of said lots conveyed to City of Chicago by deed recorded July 28, 1930 as Document NC. 19713975) in Block 8 in Hitt's Subdivision of the South Bast 1/4 of Section 3, Township 37 North, Range 14, East of the Third Principal Beridian;

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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 pieciged 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, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores 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.

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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 succ. sort or assigns to? (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become dam.ged or be destroyed; (2) keep said premises in good condition and repair, y thout waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the her act of; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the her act of 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 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 us a quired 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 is a quired 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 is a quired 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 is a quired 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 is a quired by law or municipal ordinance; (7) pay before any penalty attaches all payers and payers at the premise of the note of the note and the respect to the premis

- 2. The Trustee or the holders of the note hereby secure a 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 thereof
- 3. At the option of the holders of the note and without notice to First Dart, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything it 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 hereof a a such default shall continue for three days, said option to be exercised at any time after the expiration of said the 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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditors are and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorice's 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 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 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 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 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 interest thereon as herein provided; third, all r incipal 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

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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 furthe, 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 case after 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 who le 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 theret, 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 recondition that trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for magnetic accordance, except in case of its own gross negligence or misconduct or that of the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust and and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness so used by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the sequest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note epresenting 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 gentine 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 purport 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 formula 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 c'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 provises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, provide and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable condersation for all acts performed hereunder.

THIS TRUST DEED is executed by Pullman Bank and Trust Company, not personally out as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Pullman 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 Pullman 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 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 and its successors and said Pullman 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 lieu hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guaranter if any

IN WITNESS WHEREOF, PULLEUR BASE SON TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate scal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written

affixed and attested by its Assistant Secretary the day and year first above written

HIJHER SOUTH PULLMAN BANK AND TRUST COMPANY

CAS Trustee as aforesaid and not personally,

By

ATTEST

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May 7 2 12 PH '78 *23477691 STATE OF ILLINOIS COUNTY OF COOK BEVERLY A. SOPETTI a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CER-H. COSTELLO WNSPresident of Pullman Bank and Trust Company, and MELINE CHOLEWA of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such The 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 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 scal, this. C004 CHICAGO TIÈLE AND THUST COMPANY, TRUSTEE The Installment Note mentioned in the within Trust Deed has been identified herewith under rower and lender, the note stilled tified by the Trustee named herein by this Trust Deed hou. 1 be idenbefore the Tran Deed is filed for For the protection of both the bo. Identification-Na Pullman Bank and Trust Company Pullman Bank and Trust Company as Trustee To

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