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23 548 971 This Indenture, Made May 28,1976 19 , between Worth Bank and Trust a corporation of Illinois, 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

November 14,1975 and km

1699 CHICAGO TITLE AND TRUST COMPANY herein referred to as "First Party." and an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the P IN TPAL SUM OF EIGH Y THREE THOUSAND SEVEN HUNDRED AND NO/100 ----made p._ab'. a MM/NUK/ WORTH BANK AND TRUST and delivered, in and by which said Not. 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 and any special assessments. on the FIRST day ()ctober 1976 and SEVEN HUNDRED EIGHTY AND 21/100 plus 1/12Fhapf the annual real estate taxes and any special assessments.

on the FIRST day of each CONSECUTIVE MONTH thereafter until said note is fully paid except that the final payment of p inci al and interest, if not sooner paid, shall be due on the FIRST day of September 19 96. 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 opportune centre. The annum, and all of soil principal and interest being made payable at such banking house or trust max by law company in _____ WORTH ---Ulippia, 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 WORTH BANK AND TRUST in said Cify! VILLAGE 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 VIL AGE OF ALS IP AND STATE OF ILLINOIS, to wit: соок LOT 19 IN KETELAAR'S MULTIPLE DEVELOPMENT #2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 2

-which, with the property hereinafter described, is referred to herein as the "pe

TOGETHER with all improvements, tenements, casements, fixtures, and apportranances thereto belonging, and all rents, issues id 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 expectately i, and all apparatus, round

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This document was prepared by: LOIS FLEMING WCR25 - CO-300 - AUST 6615 4637 - AUST 182 WCR25 - AUST 182

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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, 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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- C.m. the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) prort, lly epair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (?) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not ex me. by subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises sur nior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the nice (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 ordinances with respect to the premises and the use thereof; (6) refrain from makin, material alterations in said premises except as required by law or municipal ordinance; (7) pay before any (6) refrain from makin, material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general tax, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when dt; at d mon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest. "I'e 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 premises insured against loss or damage by fire, lightning or windstorm under policies providing for 1 syment 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 companies satisfactory to the holders of the note, under insurance opplicies payable, in case of low or "amage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attained to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance. "In the expirite to the work of the note, and in case of insurance." In the expirite, to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance. "In the expirite payable, and many form and manner deemed experiment and may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed experiment and may, but need not, make full or partial payments 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 redeem from any tax sale or forfeiture affecting said green; "contest any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting sa
- 2. The Trustee or the holders of the note hereby secured making ny sayment 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, assist cent, sale, forfeiture, tax lien or title or claim thereof.
- At the option of the holders of the note and without notice to First Part, its a eccessors 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 r, 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 sr, forth 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.
- preparations to the 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:
- 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 proceeding, 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 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 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 resions, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or resions, if any, liable for the payment of the indebtedness and profits of said premises during the pendency of such foreciosure sait and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption on not, as well as during a parther 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, control management and operation of the premises during the whole of said period. The Court from time to time may authorist the recover to agoly the net income in his hands in payment in the increasity of are usual in tasis cases for the protection, possession, control, relargement and operation of the premise during the whole of said period. The Court from time to time may authorise the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtodiess secured hereby, or by any decree foreclosing this trust deed, or any task, special assessment or other lien which may be or become superior to the here hereof or of each decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall
- 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.
- 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 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 ontained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original crustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the couline 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.
- 70. 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 an 1 authorizing are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed her and
 - At the option of the holders of the Note and obligation hereby secured, and without notice to the Mortgagor, all unpaid indebtedness secured by this Trust Deed shall not inhatending anything in the Note or in this Trust Deed to the contrary, become due and payable immediately if the Mortgagor sells, conveys, executes an agreement to convey title, or further encumbers said premises; the acceptance of payments on said indebtedness shall not constitute a waiver of the right of derivated immediate repayment until the Mortgagee has been notified in writing of two cale, conveyance, agreement to convey, or

The mortgagor hereby waives any and all right of redemption from sale under any order or decree of fereel ourself the trust deed, and its own field if and on the last element every person, except decree or judgment or dead, at the secret on, according ito idate (any interest in or title to the premises subsequent in the dute of this trust deed.

THIS TRUST DEED is executed by the Worth Bank and Trust, not personally but as Trustee as a correlated in the exercise THIS TRUST DEED is executed by the Worth Bank and Trust, not personally but as Trustee as flow aid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Worth Bank and Trust every warrants that it powerses 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 Worth Bank and Trust personally to pay the said note or any interest that may accept thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein sontained, all such liability, if any, being expressly waised 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. Worth Bank and Trust expensible as monagened the feet holder of any lingle to open or one person for any indebtedness accruing here Trust personally are concerned, the legal holder or holders of and note and the owner of one mers of any indebtedness accruing here under 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, Worth Bank and Trust , not personally but as Trustee as aforesaid, has caused these presents to be used by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary-Cashier the day and year first above written

WORTH BANK AND TRUST

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STATE OF ILLINOIS COUNTY OF COOK		Patti A. Havel for said County, in the State aforesaid, Do Heremy Certify, tha 1 J. Baldwin, Trust Officer
NOTARY OUBLIC	John J. Micke of said Bank, who are p scribed to the foregoing is appeared before me this d instrument as their own of as Trustee as aforesaid, for them and there acknowled	of the Worth Bank and Trust, and evice, Asst. Cashier ersonally known to me to be the same persons whose names are sub- natrument as such 0, and A.C., respectively ay in person and acknowledged that they signed and delivered the said ree and voluntary act and as the free and voluntary act of said Bank the uses and purposes therein set forth; and the said A.C. ted that he, as custodian of the corporate seal of said Bank, did said Bank to said instrument as 115, own free and voluntary act ary act of said Bank as Trustee as aforesaid, for the uses and purposes
	GIVEN under my ha	nd and notarial seal, this
0	day of	June A.D. 19/6
Pop		Notary Public
3	COOK COUNTY, ILLING S FILED FOR RECORD	Whiteen of Them
	Ux	*2354 897 1
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO TITLE AND TRUST E BY ASSISTANT OUTGENEY ASSISTANT OUTGENEY		*23546971
BOX (ST. DEED WORTH BANK AND TRUST	Тъшке	WORTH BANK AND TRUST 6R25 West 111th Street WORTH, 11.L.

ENT OF RECORDED DOCUMENT