23 570 957

This Indenture, Made June 29

19 76, between

Palatine 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 December 30, 1975

and known as trust number

herein eferred to as "First Party," and Suburban National Bank of Elk Grove Village A National Banking Association TRUSTEE, witnesseth:

THA., w HEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF

made payable to BEAFER which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement are hereinafter specifically described, the said principal sum and interest

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

per cent per annum in installments as follows: Three Hundred Eighty and 73.0000ars, (\$380.73)
nth day of August 1976, and Three Hundred Eighty and Pollogs

on the Tenth day of August day of eachMonth

on the Tenth

(\$380.73) /3/10 thereafter until said note is fully

paid except that the final payment of princi al and interest, if not sooner paid, shall be due on the

19 75 . All such payments on account of the indebtedness 10th evidenced by said note to be first applied to intrest on the unpaid principal balance and the remainder to principal; provided that the principal of each in stal ment unless paid when due shall bear interest

at the rate in the principal of each instal ment unless paid when due shall bear interest at the rate in the rate

office of Suburban National Bank of Elk Grove 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 hareby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, it successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Mortgagor futher agrees to pay each month a sum of money equl to 1/12 of the annual real estate taxes and sum equal to 1/12 of the insurance prepremiums required for said property, the same to be held and credt ed to an escrow account by the Mortgagee.

Lot 2583 in Elk Grove Village Section 8 being a subdivision in the South half of Section 33, Township 41 North, Range 11 East of the Third Principal Meridian, according to plat recorded October 23, 1959 as document No. 17694090, in Cook County, Illinois.

Commonly known as 501 Clearmont, Elk Grove Village, Illinois

THIS WELLUMENT WAS PREPARED BY SUDU: NATIONAL BANK OF ELK GROVE VILLAGE

ELK GAUVE VILLAGE, ILL. 60007.

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

TOGETHER with all improvements, tenements, easeffients, 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, window 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

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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 h reafter on the premises which may become damaged or be destroyed; (2) keep said premises in got a ondition and repair, without waste, and free from mechanic's or other liens or claims for lien not a pressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a l'a or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evide ce of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reas malle time any building or buildings now or at any time in process of erection upon said premise. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the ve thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special as essments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in rull under protest in the manner provided by statute, any tax or assessment which First Party may desire o ontest; (9) keep all buildings and improvements now or hereafter situated on said premises insured as at its loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys suificient 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 suitance of the note, under suitance of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note, and in case of insurance about to expire,
- 2. The Trustee or the holders of the note hereby so ared 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 rouracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lie 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, not it standing 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 (a) in the event of the failure of First Party or its successors or assigns to do any of the things specified yest forth in paragraph one hereof and such default shall continue for three days, said option to be paralised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by an eleration 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and are the 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 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

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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.

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- 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 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 receiver shall have power to collect the rents, issues and profits of said premises during the pendency for 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, issue and profits, and all other powers which may be necessary or are usual in such cases for the protectic person, 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, so all 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 of 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 belief, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or miscolduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it to be 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 a in lebtedness 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 the person or after maturity thereof, product 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 where in described any note which beats is exclusively experience of identification purporting to be executed by a prior trustee hereunder or which conforms is substance with the description herein contained of the note and which purports to be executed on be alf of First Party; and where the release is requested of the original trustee and it has never executed a stificate 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 country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereur is 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.

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

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anythin, herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreement at herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the Palatine National Bank, as Trustee, solely in the exercise of the power conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by no shall at any time be asserted or enforced against, the Palatine National Bank, its agents, or employees or account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note or ained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and re said py the party of the second part or holder or holders of said principal or interest notes hereof, and by the persons claiming by or through or under said party of the second part or the holder or holders, owner of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the Palatine National Bank, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

PALATINE NATIONAL BANK

As Trustee as aforesaid and not personally,
By TRUST OFFICE TABLE

ATTEST

Assistant Cashier

ANTA SOLUTION OF THE PROPERTY OF THE PROPERTY

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COUNTY OF CO.O.			
	I, <u>Nan</u>	c. A. Ho & & mann	State aforessid DO HERERI
	a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that T. J. McGnath IBUST OFFICE Vice President of the PALATINE NATIONAL BANK, and Douglas MacNiff of said Bank, who are personally known to me to be the same persons whose		
a sakapelekki v			
	knowledged that the voluntary act and a said, for the uses an	y signed and delivered the said s the free and voluntary act of id purposes therein set forth; an	e me this day in person and ac instrument as their own free and said Bank, as Trustee as afore ad the said Accietant Cashier ther
			f the corporate seal of said Bank
COTAP (1.5)	voluntary act and a said, for the uses ar	s the free and voluntary act of d purposes therein set forth.	strument as <i>his</i> own free and said Bank, as Trustee as afore
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