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July 29, 23 598,9529, Detween HYDE PARK BANK AND This Indenture, Made 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 July 14, 1976 and known as trust number herein referred to as "First Party," and HYDE PARK BANK AND TRUST COMPANY, an Illinois corporation berein referred to as TRUSTEE, witnesseth: -7 THAT, WHERE is cirst Party has concurrently herewith executed an installment note bearing even 9 date herewith in the PRINCIPAL SUI OF NINETY-EIGHT THOUSAND and No/100-----SO made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sun and interest payable monthly on the balance of principal remaining from time to time unpaid at the rate of 8-1/2 per cent per annum in installments as follows: Seven Hundred Minety and No/100----- DOLLARS on the , 19 76 and Seven Hundred Ninety and No/100 DOLLARS day of day of each and every month on the first thereafter until said note is fully paid except that the final payment of principal and interest, if not soor or paid, shall be due on the day of September 2001. . All such phyments on account of the in-19 debtedness 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 installment unless paid then due shall bear interest at the rate of make per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Il. inois, as the holders of Chicago. the note may, from time to time, in writing appoint, and in absence of such appointment, for at the office of Hyde Park Bank and Trust Company, NOW, THEREFORE, First Party to secure the payment of the said principal sum of morey 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 City of Chicago, County of Cook and State of Illinois, to wit: Lots 19 and 20 in John Woodbridge Jr's Subdivision of Lots 1, 2, 3, 4, 5, 8 and 9 and the North half of Lot 6 in Block 15 in Lyman, Larned and Woodbridge's Subdivision of the North West quarter of

Lots 19 and 20 in John Woodbridge Jr's Subdivision of Lots 1, 2, 3, 4, 5, 8 and 9 and the North half of Lot 6 in Block 15 in Lyman, Larned and Woodbridge's Subdivision of the North West quarter of the North East quarter and the East half of the North West quarter of Section 11, Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois, and the South 100 feet of Lot 21 in John Woodbridge Jr's Subdivision of Lots 1, 2, 3, 4, 5, 8 and ning (9) and the North half of Lot 6 in Block 15 in Lyman, Larned and Woodbridge's Subdivision of the East half of the North West quarter and the North West quarter of the North East quarter of Section 11, 20 and that part of the South East quarter which lies West of the Illinois Central Rail Road of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois which, with the property hereinafter described, is referred to nerem 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 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, 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.

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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:

- 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 condition and Prepair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (7) pay when due any indebtedness which may be secured by a lien or charge on the premises upperior 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) 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 as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special axes, special assessments, water charges, sewer service charges, and other charges against the premises when du; and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in 'u' order protest in the manner provided by statute, any tax or assessment which First Party may desire to on est; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment 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 is cured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, '... 'ase of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attache
  - 2. The Trustee or the holders of the note hereby secured 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 Party, it's successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the able or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in reaking 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 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 of oth rwise, 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 expenditure, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' .e.s., Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publicat on 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 accural 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 plication for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the person of persons, if any, habe 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 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 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 foreclosing this trust deed, or any tax, special sacs period of the 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 helders of the note shall have the right to inspect the premises at all reasonable times and access thereto snall 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 'cu' 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 opployees 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 re juest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note represent at pleason who shall indebtedness hereby secured has been paid, which representation Trustee may accept as true with ut 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 the cunder or which conforms in substance with the description herein contained of the note and which purports 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 ger uine note herein described any note which may be presented and which conforms in substance with the description increin contained of the note and which purports to be executed on behalf of First Party.
- 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 and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation 101 all acts performed hereunder.
- 11. At the option of the holders of the Note, all unpaid indebedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed or Note to the contrary, become due and payable immediately upon any transfer of ownership of the premises, or without Lender's written approval of Assignment of Beneficial Interest.

  12. A default hereunder shall occur in the event the maker hereof fails ... deposit 1/12th of the annual real estate taxes monthly.

THIS TRUST DEED is executed by HYDE PARK BANK AND TRUST COMPANY, not persone is but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HYDE PARK 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 HYDE PARK BANK AND TRUST COMPANY, personally to pay the said note or any interest that may accrue thereon, PARK 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 HYDE PARK 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 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, HYDE PARK BANK AND TRUST COMPANY, 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 Secretary, the day and year first above written.

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HYDE PARK BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

Vice-President

Assistant Secretary

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This document was prepared by Jessye L. Trotter, 1525 E. 53 Street, Chicago, Illinois. STATE OF ILLINOIS COUNTY OF COOK Jessye L. Trotter a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CER-G. William Gastineau TIFY, that Vice-President of HYDE PARK BANK AND TRUST COMPANY, and William T. Doody of said Bank, who are personally known to me to be the same persons whose names a subscribed to the foregoing instrument as such Vice-President, and Assistant S cretary, respectively, appeared before me this day in person and acknowledged that thy signed and delivered the said instrument as their own free and voluntary act and to 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 acknowl cond that he, as custodian of the corporate seal of said Bank, did affix the corporate cal 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 ray hand and notarial seal, this day of\_ July D. 19.76 COOK COUNTY, ILLINOIS FILED FOR RECORD \*23598529 Aug 16 12 36 PH '75 The Installment Note mentioned in the within tifled by the Trustee named herein by this Trust Deed should be idenbefore the Trust Deed is filed for C/O/H/S O/F/CO rower and lender, the note secured for the protection of both the bor-IMPORTANT Trust Deed has been identified dentification No.

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