## **UNOFFICIAL C**

<u>irengramoninging distriktion bedsindstablik indi-loos in</u>

DOLLARS.

or section .

#### 23 674 829 This Indenture, 19 76 . between Made September 21, OAK BROOK BANK, an Illinois Banking 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 $\cdot \circ$ and known as trust number September 21, 1976 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 principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF Forty eight thousand and 00/100made payable to EXEXMER BANK OF LA GRANGE PARK 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 Prus Agreement and hereinafter specifically described, the said principal sum in instalments as follows: Four hundred sixty and 25/100or more on the liret or more 19 76 , andFour hundred sixty and 25/100DoLLARS on the day of December on the Fir it day of each Month thereafter, to and including the day of November 19 93 with a final payment of the balance due on the First day of November 15 93, with interest on the principal balance from time to time unpaid at the rate of nine per cent per annum payable Monthly ; each of said instalments of principal bearing interest after maturity at the rate of server per cent per annum, and all of said principal and interest being made payable at such banking

house or trust company in Li Grange Park Illinois, 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 FAX OF LA GRANGE PARK

NOW, THEREFORE, First Party to so ure 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, one receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and onvey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

AND STATE OF ILI NOIS, to-wit: COOK

PARCEL 1: All that part of lots 1, 2 and 2 in block 7 in Ira Browns Addition to La Grange, said Subdivision being in the Northeast quarter of Section 4, Township 38 North Range 12, East of the Third Principal Meridian, in the Village of La Grange, excepting therefrom that part conveyed by the India a K rbor Belt Railroad Company to the County of Cook by quit claim deed dated January 21, 1931 and recorded in the Office of the Recorder of Cook County, Illinois on February 17, 1931 as Document 102/6711 in Book 29049 at page 91 in Cook County Illinois in Book 29049.at page 91 in Cook County, Illinois.

PARCEL 2: Lots four (4) and five (5) in Block seven (7) in I a Brown's Addition to City of La Grange in the North half of the Northeast quarter of Section 4, Township 38 North, Range 12 (except parts taken or used for alley) and (except that part thereof conveyed to County of Cook for Street purpose) in Cook County, Illinois.

PARCEL 3: Lots 6 to 9 both inclusive (except that part of said lots 6 to 9 described as follows: Commencing at the Southwest corner of said Lot 9 as the point of beginning, thence Northerly along the West line of said Lot 9 for a distance of 53.8 feet to a point, thence South Easterly along a curve to the left having a radius of 359.8 feet and whose tangent forms an angle of 121 degrees 01 minutes to the right with a prolongation of the last described course for a distance of 107.0 feet, to a point on the East line of said Lot 6, thence Southerly along said East lot line for a distance of 18.4 feet, to a point on the South line of said Lot 6, thence Westerly along said South line for distance of 27.8 feet to a point, where said lot line breaks to the left thence Westerly along said South lot line for a distance of 73.0 feet more or less to the point of beginning) in Block 7 in Ira Brown's Addition to LaGrange, a subdivision of part of the Northeast quarter of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

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Property of County Clerks Office

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

with the property hereinatter 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 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 sylc soors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or icree ter on the premises which may become damaged or be destroyed; (2) keep said 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 hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of he discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable tine any building or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use the (c0); (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 asses me is, water charges, sewer service charges, and other charges against the premises when due, and upon withen request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full uncorprotest in the 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 said premises insured against los cr damage by fire, lightning or windstorm under policies providing for payment by the insurance or, and not premise 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 solicies payable, in case of loss or damage, to Trustee for the holders of the note, under insurance soor to expire, to deliver renewal policies, to holders of the note, and in of this paragraph.
- 2. The Trustee or the holders of the note hereby secure 1 making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stat ment 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 of 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, notwithstanding a ything 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 (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set for h 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 o. In wise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to fore Jose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for ale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evide occurrent 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.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the 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
- 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 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 time 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 for 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 decre, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trus'ee or the holders of the note shall have the right to inspect the premises at all reasonable times and accept 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 ansconduct 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, roduce 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 success r trustee, such successor trustee may accept as the genuine note herein described any note which was 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 purports to be executed on the half 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 senuit 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 county in which the premises are situated shall be Successor in Trust. Any Successor in Trust here ander shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or excessor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trustee, not person ally but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreemen's herein made are made and intended, not as personal covenants, undertakings and agreemen's herein made are made to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by OAK BROOK BANK, as Trustee, solely in the exercise of the powers conferred point it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at an time be asserted or enforced against, OAK BROOK BANK, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or in plied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal lots and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that CAK

Anything herein contained to the contrary notwithstanding, it is understood and agreed that OAK BROOK BANK, individually, shall have no obligation to see to the performance or non-performance 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.

J	IN WITNESS	WHEREOF, OAK	BROOK BANK, not	personally	but	as	Trustee	as	aforesaid,	has	caused
		signed by its	TO: AUTIOTO?	, and it							
	d hý its	VICE-PRESIDER #			,	the	day and	ye:	ar first at	ove v	written

OAK BROOK BANK
As Trustee as aforesaid and not personally

By Alegan

ATTEST.

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SEAL VELLINGS

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STATE OF ILLIN	COOK COUNTY, TLLINOIS FILED FOR RECORD  OCT 15 3 03 PM '75  TOIS)	Silvy A. Wicen RECORDER OF DEEDS  * 23674829
COUNTY OF DUPAGE	\ ss.	
D 0000	own free and voluntary act and as the free and voluntary act and purposes therein set is the corporate seal of said Bank, did affix the corporate seal of said Bank the said th	be the same persons whose names are ERUST OF LEER  vely, appeared before me this day in felivered the said instrument as their roluntary act of said Bank, as Trustee acknowledged that Le, as custodian proporate seal of said Bank to said instrument as the free and voluntary act es and purposes therein set forth.
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	IMPORTANT For the protection of both the banwe, and lender, the note secured by his Trust Deed should be identified by the Trustee named herein before the Trust Deed is	
Box 533 TRUST DEED	as Trustee To  Trustee  Trustee  Trustee  Property Address:  **********************************	OAK BROOK BANK  2021 SPRING ROAD OAK BROOK, 11.L. 60321 654-1050  TRUST DIVISION  11.73 TR-110  11.73 TR-110  11.73 TR-110  11.73 TR-110

END OF RECORDED DOGUMENT