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This Indenture, Made

September 22.

19 $_{76}$, between

First National Bank of Evergreen Park, 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

£ ...

January19, 1976

and known as trust number

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

----(\$12,000.00)---

herein referred to as TRUSTEE, witnesseth:

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

TWELVE THOUSAND AND NO/100----

made payable to BEARER 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 True Agreement and hereinafter specifically described, the said principal sum and interest

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

of 8½ per centrum annum in installments as follows: ONE HUNDRED FORTY-EIGHT AND 79/100-DOLLARS
on the 10th (LV of November 1976 and ONE HUNDRED FORTY-EIGHT AND 79/100-DOLLARS

---- (\$148.79)--

on the day of each and every month 10th

thereafter until said note is fully

paid except that the fine! payment of principal and interest; if not sooner paid, shall be due on the

day of Septembe. 1986. 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 installment unless paid when due shall bear interest at the rate of waven per cent per a num, and all of said principal and interest being made payable at only.

such banking house or trust company in LYERGREEN PARK Illinois, as the holders of the note may, from time to time, in writing ar print, and in absence of such appointment, then at the

office of FIRST NATIONAL BANK OF EVERGREEN PARK-

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 eleipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey and the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

COOK

AND STATE OF ILLINGIS, to-wit.

(SEE ATTACHED)

Unit No. 73, and Unit G-73 in Orlan-Brook. Condominium as delineated on survey of certain lots or parts thereof in Orlan-Brook Unit No. 1, a subdivision of part of the West 1/2 of the South West 1/4 of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian, (bereinafter referred to as parcel,) which survey is attached as Exhibit A to Peclaration of Condeminium made. by Prestige Construction Co., Inc. recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22916678 as amended from time to time; together with its undivided percentage Interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and cort forth in said Declaration and Supercord in Cook County set forth in said Declaration and Survey) in Cook County, Illinois.

The aforesaid percentage of the Cosmon Elements shall automatically change in accordance with Amended Declarations as some are filed of record pursuant to said Declaration, and tegether with additional Common Elements as such Assended Declarations are filed of record, in the percentages set forth in such Arended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration of though conveyed hereby.

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Property of Cook County Clark's Office

which, with the property neremafter described, is referred to nerein 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 piedged 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 hereafter 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 the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a rasonable time any building or buildings now or at any time in process of erection upon said or sees; (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 taxes, sp cial assessments, water charges, sewer service charges, and other charges against the premises when labely and the request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) oav in full under protest in the manner provided by statute, any tax or assessment which First Party may visite to contest; (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 is urance 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 holders of the note under insurance policies, including additional and renewal policies, to holders of the note, and in case of loss of expiration; then Trustee or the holders of the note may, but need no of this paragraph.
- 2. The Trustee or the holders of the note here's 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, and lien 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 sithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) in rectately in the case of default in making payment of any instalment of principal or interest on the nole, 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 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 digrae for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or no dere of the note for attorneys' 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 first ee 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 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

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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 un whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, on any tax, special assessment or other lien which may be or become superior to the lien hereof or of the decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sa' and deficiency.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable arms and access thereto shall be permitted for that purpose.
- c. Instee has no duty to examine the title, location, existence, or condition of the premises, nor shall Tru ter be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by ine 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 shim release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evilonce that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute are deliver a release hereof to and at the request of any person who shall, either before or after maturity that of, 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 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 purports to be executed a certificate on any instrument identifying same as the note described herein, it may accept is 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 Part.
- 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 leer 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 Tristee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- Note hereinbefore referred to contains the icllowing clause:
 Said note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, assessment, it surance premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not recorally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, a sything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements for the large and intended, not as personal covenants, undertakings and agreements of the large, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is excuted and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed on, nor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its a eris, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in and principal note contained, either expressed or implied, 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 on helders, where or owners of such principal notes, and by every person now or hereafter claiming any righ or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the First National Bank of Evergreen Park, 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.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK, 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 or Trust Officer, the day and year first above written.

ATTEST.

FIRST NATIONAL BANK OF EVERGREEN PARK As Trustee as aforesaid and not personally,

Assistant Gashier on Trest Officer

Mortgage Loan

yice President & Trust Officer

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	001 10 10 0 1 11 10	"23014U43
STATE OF ILLIN	OIS	
COUNTY OF COOK	BS.	
	I. Judith C. Zielinski	
	a Notary Public, in and for said County, i	n the State aforesaid, DO HEREBY
	CERTIFY, thatJOSEPH_C. FANEL	LI,
	& Trust Officer Vice-President of the First National Bank	of Evergreen Park, and
9000	DEAN D. LAWRENCE Assi or Assistant Cashier of said Bank, who are p persons whose names are subscribed to the for dent, and Assistant Cashier, or Trust Officer, re in person and acknowledged that they signed an own free and voluntary act and as the free and as aforesaid, for the uses and purposes there Cashier then and there acknowledged that the of said Bank, did affix the corporate seal of sai of n free and voluntary act and as the free and as aforesaid, for the uses and purposes therein s	regoing instrument as such Vice-Presi- spectively, appeared before me this day d delivered the said instrument as their voluntary act of said Bank, as Trustee in set forth; and the said Assistant y, as custodian of the corporate seal d Bank to said instrument as their
	GIVEN under my hand and notarial seal,	this 22nd
	day of September	Ouded & July 26
	4	PARTINE.
	' (My Commission Express Oct. AUNION
		The same of the same

The Installment Note mentioned in the within Trust Deed has been identified harewith under Identification No. 7645 itself MATIONAL BAHM BF EXPRESSION NAME.

Box POX 533

Vice President and Irest Officer

as Trustee

IMPORTANT

Trustee

fore the Trust Deed is filed for record. by this Trust Deed should be identified by the Trustee named herein be-For the protection of both the borrower and lender, the note secured

THE FIRST NATIONAL BANK OF EVERGREEN PARK

JIOI WEST BOW STREET EVERGREEN PARK, ILL

THE FHIST NATIONAL BANK OF EVERGREEN PARK OF RECORDED DOCUMEN