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23 743 375 This Indenture, Made November 15, 1976 , 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 65 Trust Agreement dated January 5, 1968 and known as trust number herein referred to as "First Party." and FIRST NATIONAL BANK OF EVERGREEN PARK herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date '.e. ewith in the PRINCIPAL SUM OF ONF HUNDRED SIXTY THOUSAND AND NO/100-----(\$160,000.00)made payable to BEARER made payable to BEARER

and delivered, in and by which said N to the First Party promises to pay out of that portion of the trust estate subject to said Trust Agraement and hereinafter specifically described, the said principal sum and interest, on the balance of principal remaining from time to time unpaid at the rate . 9½ per cent per a nu n in installments as follows: ONE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND 42/100----(\$1,491.42)-----19 76 and ONE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS
AND 42/100----(\$1,491.42)-----da, of January on the day of each and every month on the thereafter until said note is fully paid except that the final payment A p incipal and interest; if not sooner paid, shall be due on the 15th day of November 1996. 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 samenxper cent per annum, and all of said principal and interest being made payable at $11\frac{1}{2}$ such banking house or trust company in EVERGRIEN 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 FIRST NATIONAL BANK OF EVERGREEN PARK

NOW, THEREFORE, First Party to secure the provisions and I mit tions of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt with reof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Truitee, its successors and assigns, the following described Real Estate situate, lying and being in the

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AND STATE OF ILLINOIS, to-

That part of a tract of Land in the East 1/2 of the Southeast 1/4 of Sc. 1c. 19, Township 37 North, Range 13 East of the Third Principal Meridian, described as 111 w:
Commencing at a point in the East Line of said Section, 430.00feet North of the Southeast corner thereof; thence North along the East Line of said Section, a istance of 385.00 feet; thence North along the East Line of said Section a distance of 260.00 feet; thence South at right angles to the Last Line of said Section distance of 231.03 feet to a point of intersection with a Line described corse, a distance of 231.03 feet to a point of intersection with a Line described as begin 1 g at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/ cf said Section; thence Southeast to a point of intersection with a Line described Line, a distance of 302.16 feet to the place of beginning (except from the above described trace of Land that part thereof lying South of a Line 203.10 feet South of and parallel with the North Line of said tract and East of a Line 36.00 feet West of and parallel with the East Line of said Tract), in Cook County, Illinois, lying South of a Line 203 feet South of the Northeast corner of said tract of Land; thence West along a Line 199.63 feet South of the Northeast corner of said tract of Land; thence West along a Line 199.63 feet South of and parallel with the North Line of said tract of Land 76.00 feet to a point; thence North along a Line 106.00 feet West of and parallel with the Rost Line of said tract of Land 76.00 feet to a point; thence North along a Line 78.00 feet to a point; thence West along a Line 24.63 feet South of and parallel with the North Line of said tract of Land 76.00 feet to a point; thence North along a Line 198.50 feet to a point; thence North Line of said tract of Land 97.00 feet to a point; thence North Line of said tract of Land 97.00 feet to a point; thence North Line of said tract of Land 97.00 feet to a point; thence North Line of said tract of Land 97.00 feet to a point; thence

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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 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. Un'd the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors of a signs to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the armises 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 sub-dia. In the thereof; (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 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) refrait 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 assessments, water charges, sever service charges, and other charges against the premises when due, and upon written request to finals to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all 'mings and improvements now or hereafter situated on said premises insured against loss or damage by ire, 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 indebtear as secured hereby, all in companies satisfactory to the benefit of the holders of the note, under insurance about to express decliver renewal policies to holders of the note, and in case of insurance about to express deliver renewal policies, to holders of the note, and in case of of this paragraph.
- 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 restimate 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 therefore.
- 3. At the option of the holders of the note and without notice to First Party, it, ucc ssors 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 a full 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 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 decree for sale 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 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
- 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 he mestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shell are power to collect the rents, issues and profits of said premises during the pendency of such firely sure 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, posse sin a control, management and operation of the premises during the whole of said period. The Court from times the time may authorize the receiver to apply the net income in his hands in payment in whole or in party of (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assers sent or other lien which may be or become superior to the lien hereof or of such decree, provided and operation is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trustee or the hold rs of the note shall have the right to inspect the premises at all reasonable times and access thereto mall be permitted for that purpose.
- 8. Trustee has no duty to extimine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record in trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor book 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 of a and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebted as secured by this trust deed has been fully paid; and Trustee may execute and deliver a release here of 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 represent the note representing that all indebtedness hereby secured has been paid, which represent the following accept as true without inquiry. Where a release is requested of a successor trustee may accept as true without inquiry, a prior trustee hereunder or which conforms in substar ewith the description herein contained of the note and which purports to be executed on behalf of lirst Party; and where the release is requested of the original trustee and it has never executed a certification any instrument identifying same as the note described herein, it may accept as the genuine note lerein described any note which may be presented and which conforms in substance with the description 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 ffice 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 for all acts performed hereunder.

11. Note hereinbefore referred to contains the following clauses:
Said note also contains a promise by the maker thereof to deposit additional so un'ty for the
payment of taxes, assessments, insurance premiums and other charges.
The Mortgager hereby waives any and all rights of redesption from sale under any older or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and e e y pre
except decree or judgeant creditors of the mortgager, acquiring any interest in or titl, to the
premises subsequent to the date of this Trust Deed.

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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, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements 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 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 by, nor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, 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 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 holders, owner or owners of such principal notes, 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 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 richted by its Assistant Cashier or Trust Officer, the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN PARK

FIRST NATIONAL BANK OF EVERGREEN PARK as aforesaid and not personally

Senior

President

ATTEST

Assistant Osesbier XX Trust Officer Vice President &

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STATE OF ILLINOIS COUNTY OF COOK 88.	
I, Judith C. Zielinski a Notary Public, in and for said County, in the State aforesa CERTIFY, that ROBERT M. HONIG, Senior Vice Preside	ent Carl
JOSEPH C. FANELLI Vice President & Trust Officer, or Assistant Cashier of said Bank, who are personally known to me to be the same persona whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Cashier, or Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee and reference of the said instrument as their conformal for the said conformal for the said Assistant of hier then and there acknowledged that the said instrument as their conformal for the said instrument as their conformal for the said instrument as their conformal for the said assistant of hier then and there acknowledged that the said instrument as their conformal for the said instrument as their conformal for the said said the corporate seal of said Bank to said instrument as their conformal for the said said the corporate seal of said Bank to said instrument as their conformal for the said said the said assistant of hier then and there acknowledged that the said said said said said said said said	
GIVE I wader my hand and notarial seal, this	A D 19 3 3 1 1 2 2 3 1 2 3 3 3 3 3 3 3 3 3 3 3
Dec 10 1 01 PH '76 *237433	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. Let Enterest Fig. 1 M. W. M.	
TRUST DEED THE FIRST NATIONAL BANK OF EVERGREEN PARK OS TRUSCO TO TRUSCO TO TRUSCO TO TRUSCO	THE FRIST NATIONAL BANK EVERGREEN PARK 3101 WEST 9573 STREET FYEROREN PARK, ILL.

END OF RECORDED DOCUMENT.