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TRUST DEED

By LAND TRUSTEE

23 817. 545

SECURING INDEBTEDNESS DUE TO

FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS

Indenture, Made

herein referred to as TRUSTEE, with sech:

JANUARY 25

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between,

FIRST ARLINGTON NATIONAL BANK, IN ARLINGTON HEIGHTS, ILLINOIS a corporation duly c sanized and existing under and by virtue of the laws of the United States of America not personally but sole'y a LAND TRUSTEE under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said company is pursuance of a LAND TRUST Agreement dated January 17, 1977 and known herein referred to as "First Party," and as LAND TRUST number A'/15 Florence Brehm

THAT, WHEREAS First Party has consurrently herewith executed a note bearing even date herewith in the total PRINCIPAL SUM OF

Three Hundred Eighty Four Thousand and no/100-

Dollars.

made payable to the order of First Arlington Nati nal Bank, Arlington Heights, Illinois, and delivered, payable

On demand, and if no demand be made, then on the 25th day of July, 1977 with interest at the rate of 10 per cent per o mun after date until maturity.

in and by which the First Party promises to pay said sum out of that portion of the lar trust estate subject to said LAND TRUST Agreement, as provided in the said note which is payable at First Arlington National Bank, Arlington Heights, Illinois, or at such place as the holder of the note may, from time to time, in writing appoint.

NOW, THEREFORE, the First Party, to secure the payment of the said note in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in have reid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and cor ey unto the TRUSTEE, successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

COOK AND STATE OF ILLINOIS, to wit:

The South half of the West half of that part of the East half of the Northeast quarter of Section 15, lying North of the North line of the South 165.31 feet thereof, in Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

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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.

TO HAVE AND TO HOLD the premises unto the said TRUSTEE, successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth and for the security of the said note hereinabove described.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- IT IS FURTH' & UNDERSTOOD AND AGREED THAT:

 1. Until the indeal in sa aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly a private p
- 2. The TRUSTEE, or the holder of the note hereby secured, in making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate proof from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the variety of any tax, assessment. sale, forfeiture, tax lein or title or claim thereof.
- 3. At the option of the holder of the note, and without notice to First Party, its successes or assigns, all unpartified indebtedness secured by this trust deed, shall notwithstanding anything in the note or in this is a circle to the contrary, become due and payable (a) immediately in the case of default in making any payment called for by said note, or 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.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note, or TRUSTEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien here shall be allowed and included as additional indebtedness in the decree for sale all expenditures and experses which may be paid or incurred by or on behalf of TRUSTEE or holder of the note for attorneys' fees, TRUSTEE tees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tife, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with recreate to title as TRUSTEE or holder 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 eight per cent per annum, when paid or incurred by TRUSTEE or holder 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 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; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, their heirs, legal representatives or assigns, as their rights may appear.
- the note; fourth, any overplus to First Party, their heirs, 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 for such receiver, of the co-makers or other 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 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 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.

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- 7. TRUSTEE or the holder 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 hereof, nor be liable for any acts or omissions hereunder, except in case of TRUSTEE's own gross negligence or misconduct or that of the agents or employees of TRUSTEE, and may require indemnities satisfactory to TRUSTEE, before exercising any power herein given.
- 9. TRUSTEE shall release this trust deed and the lien thereof by proper instrument upon presentation of evidence s. tisfactory to TRUSTEE that all indebtedness secured by this trust deed has been fully paid; and TRUSTEE may ever ate and deliver a release hereof 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 presentation TRUSTEE may accept as true without inquiry; and if 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 primorting to be executed by a prior TRUSTEE hereunder or which conforms in substance with the description her in contained of the principal note and which purports to be executed on behalf of First Party; and where the remaining same as the principal note described herein, TRUSTEE may accept as the genuine principal note herein described having note which may be presented and which conforms in substance with the description herein contained of the principal note which may be presented and which conforms in substance with the description herein contained of the principal note which may be presented and which conforms in substance with the description herein contained of the principal 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 we 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. The First Party her by vaives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on behalf of itself, the trust estate and all persons beneficial. Interested therein, and each and every person except decree or judgment creditor. If the First Party in its representative capacity (or of the trust estate) acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by the First Prix, not personally but as LAND TRUSTEE as aforesaid in the exercise of the power and authority conferred upon and verted in it as such LAND TRUSTEE (and the First Party 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 principal note(s) or execute this instrument,) and it is expressly understood and agreed that nothing herein or in said principal note(s) or execute this instrument,) and it is expressly understood and agreed that nothing herein or in said principal note(s) or execute this instrument,) and it is expressly understood and agreed that nothing herein or in said principal note(s) or execute this instrument,) and it is expressly understood and agreed that nothing herein or in said principal note(s) or execute this instrument,) and it is expressly understood and agreed that it possesses that the personal principal note(s) or execute this instrument,) and it is expressly understood and interest coupon(s) or any interest that may accrue thereon, or any indebtedness accruing hereunder, and that so far as the First Party and its successors personally concerned, the legal holder or holders of said principal note(s) and interest coupon(s) and he express or expression in the expression in

IN WITNESS WHEREOF the First Party, not personally but as LAND TRUSTEE as aforesaid, has executed these presents on the day and year first above written.

FIRST ARLINGTON NATIONAL BANK

As LAND TRUSTEE as aforesaid and not personally

TRUST OFFICER

TRUST OFFICER

VICE PRESIDENT

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I, DACK HOROWITZ a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, First Arlington National Bank said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 corporation, as LAND TRUSTEE as aforesaid, for the uses and purposes therein set forth; and did affix the corporate seal of said company to said instrument as the free and voluntary act of said company as LAND TRUSTEE as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this ___ RETURN TO Transfer Desk

END OF RECORDED DOCUMENT

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