This Indenture, Made February 5, 1977, between RIVER FOREST STATE BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deed in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement
dated — October 20, 1976 — and known as trust number 2149 — herein
referred to as "F'rs' Party," and PARK NATIONAL BANK OF CHICAGO, a National Banking Associa
herein referred to a "sustee, witnesseth:
THAT, WHERLAS pirat Party has concurrently herewith executed an instalment note bearing even
date herewith in the Princ pal Sum of TEN THOUSAND AND NO/100 Dollars,
made payable to BEARER and delivered, in and by which said Note the First Party p. mises to pay out of that portion of the trust estate subject to said Trust 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 - 8.75 - per cent per
annum in instalment as follows: ONE HUNDF ED IWENTY-FIVE AND 33/100 — Dollars
on the-lot-day of April - 1977 and ONE GRAD DEED TWENTY-FIVE AND 33/100 - Dollars
on the -1st - day of each and every month thereafter until said note is fully
paid except that the final payment of principal and interes, if not sooner paid, shall be due on the-lut-
day of - March - 1987. All such payments on account in the indebtedness evidenced by said note to be first applied to interest on the unpaid balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest; the rate of seven per earl per annum, and all of said principal and interest being made payable at PAR( 'A"TONAL BANK OF CHICAGO
such banking house or trust company in —— Chicago —— Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such a pointment, then at the office of
NOW, THEREFORE, First Party to secure the payment of the said runcipal sum of money and said interest in accordance with the terms, provisions and limitations of this trust der, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack owle ged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and as gns, the following described Real Estate situate, lying and being in the
County of Cook and State of Illinois, to wit:
Lot 20 in block 8 in Wisner's Subdivision of Lots 11 and 12 in Brand's Subdivision of the North East quarter of Section
26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
1300
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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.

THIS DECEMBENT WAS PREPARED BY G. R. SCIBOR PARK NATIONAL BANK OF CHICAGO 2958 N. MILWAUKEE AVE. CHICAGO, ILLINOIS 60618

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TO H'VE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, the pur oser and upon the uses and trusts herein set forth.

#### IT IS FULTHER UNDERSTOOD AND AGREED THAT:

- IT IS 'UTHER UNDERSTOOD AND AGREED THAT:

  1. Until let i debtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns o. (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premise which may become damaged or destroyed; (2) keep said premises in good condition and repair, without wast, and from mechanic's liens or claims for lien not expressly subordinated to the lien hereof; (3) pay what due any indebtedness which may be secured by a lien or charge on the premises superior to the lien here it, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to be livers 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 e cpt as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxe, and may special taxes, special assessments, water charges, sever service charges, and other charges agains' the oremises when due, and upon written request, to furnish to Trustee or to holders of the note duplit ater ceipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessmen which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated a x-ind premises insured against loss or damage by fire, lightning or windstorm under policies providing for pyment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sail even to pay in full the indebtedness secured hereby, all in companies atisfactory to the holders of the unce under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the unce under insurance policies payable, in case of loss or
- 2. The Trustee or the holders of the note hereby secured making any payment be by 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, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the n n or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in naking 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 here if and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period 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 forclose the lien hereof. In any suit to forclose 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 attorney's 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 scarches 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 bid-ders 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 pargraph 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 bankruptey 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 forcelosure hereof after accrual of such right to forcelose 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. 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

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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 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 oper tion of the premises during the whole of said period. The court from time to time may authorize the receive, 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 a or become superior to the lien hereof or of such decree, provided such application is made prior to force osure sale; (2) the deficiency in case of a sale and deficiency.

7 Trustee or the holders of the note shall have the right to inspect the premises at all reasonable

- Try stee or the holders of the note shall have the right to inspect the premises at all reasonable access  $t^{\mu}$  reto shall be permitted for that purpose.
- 8. Truste, h. a no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be only ate? to record this trust deed or to exercise any power herein given unless expressly obligated by the terms 'erzof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mi co duct 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 the in indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver release hereof to and at the request of any person who shall, either before or after maturity thereof, prody e, 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 conforms in sibstance with the description herein contained of the note and which purports to be executed on behalf or v ist Party; and where the release is requested of the original trustee and it has never executed a certificat or a y instrument identifying same as the note described herein, it may accept as the genuine note herein in ontained of the note and which conforms in substance with the description herein ontained 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 at the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall be entitled to reasonable compensation for all acts performed hereunder.

TRUST DEED DATED FEBRUARY 5, 10,7

RIDER ATTACHED HERETO AND MADE FAR HEREOF

11. Said parties of the first part further agree that upon 3 ault in the payment of any of the said installments or of any of the obligations evidenced to the note secured by this Trust Deed, or of any of the covenants or agreements stipulated in this Trust Deed, they shall pay interest at the rate of nine (9) per cent per annum, or such statutery rate in effect at the time of execution, upon the total indebtedness so long as said default shall continue and further agree that upon such default the principal sum above mentioned, or such sart thereof as may be unpaid, and any advances made by the Holders of the Note, together with intrest as aforesaid, shall, at the option of the Holders of the Note become immediately due aid avable, without notice, anything hereinbefore contained to the contrary notwithstanding.

12. Said parties of the first part further covenant and agree to deposit with the Trustee or the Legal Holder of the within mentioned note, on the 1st day of each and every month during the term of said loan, commencing on the 1st day of April, 1977, a sum equal to rate of the unique to the amount of last ascertainable Real Estate taxes next accruing against said premises, or the Legal Holder of the note as and for a Sinking Fund to be used by the Trustee or the Legal Holder of the note as and for a Sinking Fund to be used by the Trustee or the Legal Holder of the same become due and payable.

13. In the event of a Sale or Conveyance of the property described herein the property described herein the same become due and payable immediately at the same same become due and payable immediately at the same sa

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RIVER FOREST STATE B Asst. Hus Lecretary

RIDER ATTACHED HERETO AND MADE PART HEREOF

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THIS TRUST DEED is executed by the River Forest State Bank and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said River Forest State 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 River Forest State 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 River Forest State Bank and Trust Company personally are concerned, the legty and its successors 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, RIVER FOREST STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its in the day and year first above written.

RIVER FOREST STATE BANK AND TRUST COMPANY

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STATE OF ILLINOIS	
COUNTY OF Cook	
I,the_undersigned	1
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY  CERTIFY, that	
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Dominic Rotondo, Jr. Secretary	
of sai! Pank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such	
tary, respectively, appeared before me this day in person and acknowledged that they signed and 'el' ered the said instrument as their own free and voluntary act and as the	
free and volvatary act of said Bank, as Trustee as foresaid, for the uses and purposes therein set forth; and the said	
as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank to Trustee as aforesaid, for the uses and purposes therein set forth.	
GIVEN under my as 1 and notarial seal, this 14th 14th 14th 14th 14th 14th 14th 14th	
day of February A.D. 19 77.	
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