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This Indenture, Made

March 4

19 77 , 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 Acreement dated

February 25, 1977 and known as trust number

herein refer ed to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

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

TWENTY FIGHT THOUSAND AND NO/100-----(\$28,000.00-

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 Trust Agreement and her mafter specifically described, the said principal sum and interest

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

(\$261.00) per cent per annum in installment 2, f slows: TWO HUNDRED SIXTY-ONE AND NO/100of (\$261.00) DOLLARS 19 77 Pau WO THUNDRED SIXTY-ONE AND NO/100on the 15th day of

on the day of each 15th and every monen thereafter until said note is fully

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

4th day of March 4 1997. All such proments on account of the indebtedness evidenced by said note to be first applied to interest on the rapid 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 seven per cent per annum, and all of said principal are interest being made payable at

such banking house or trust company in Illinois, as the holders of the Evergreen Park note may, from time to time, in writing appoint, and in absence of si in appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

NOW, THEREFORE, First Party to secure the payment of the said principal rum of money and said interest in accordance with the terms, provisions and limitations of this trust lead, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknow'led, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

AND STATE OF ILLINOIS, to-wit.

Lot 717 and Lot 718 (except the North 10 feet) in Frank DeLugach Kedzie Beverly Hills Subdivision, a Subdivision of that part of the West half of the North West quarter of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian, lying West of West right of way line of Grand Trunk Railroad in Cook County, Illinois.\*\*

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

THE RESERVE OF THE PROPERTY OF

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.

BOX 533

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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 stocessors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or never fror 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 lier of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence o'to discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonab; time any building or buildings now or at any time in process of crection upon said premises; (6) 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, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon vriten request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (3) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contes'. (9) keep all buildings and improvements now or hereafter situated on said premises insured against oss or damage by fire, lightning or windstorm under policies providing for payment by the insurance or panies 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 note, under insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may but need not, make a
- 2. The Trustee or the holders of the note hereby secured raking 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 accurate of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or sits 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, notwithstar ing anything 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 an 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 of otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suif to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree could 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 endence stenographers' charges, publication 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 appear. 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

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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 of reference in the trustee hereunder may be appointed as such receiver. Such pied as a homestead of reference in the rents, issues and profits of said premises during the pendency receiver shall have power to collect the rents, issues and profits of said premises during the pendency redemption, whether there he redeaption or not, as well as during any further time when First Party, redemption, whether there he redeaption or not, as well as during any further time when First Party, redemption, whether there he redeaption of not, as well as during the entitled to collect such its successors or assigns, except for the intervention of such receiver, would be entitled to collect such its successors or assigns, except for the intervention of the premises during the whole of said period. Protection, possession, control, mannor ment and operation of the premises during the whole of said period. The Court from time to time may aut to ze the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebte lies a secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lies which may be or become superior to the lies hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trustee or the holders of the note small 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, or tion, 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 act's 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 deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by his trust deed has been fully paid; and ton of satisfactory evidence that all indebtedness secured by his trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the representance of any execute that all indebtedness hereby secured has been paid, which representation Trustee has been paid, which representation Trustee has strue without inquiry. Where a release is requested of a successor trustee, such successor truster 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 conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and when 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 genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of he 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 Recreder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resign and in instrument shall have been recorder of Deeds of the county in which the premises are situated 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 table powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

ll. Note hereinbefore referred to contains the following clause: Said note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, assessments, insurance premiums and other charges.

The Mortgagor horeby waives any and all rights of redemption from sale under any or cree of foreclosure of this Trust Dead, on its own behalf and on behalf of each an except decree or judgment creditors of the mortgagor, acquiring any interest in or presises subsequent to the date of this Trust Dead.

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continues a promise by the maker thereof to diposit additional security for the payment of taxes, assessments, insurance premiums an Lotter-charges.

THIS TRUST DEED is executed by the undersigned Trustee, not person the butter of the said; and it is expressly understood and agreed by the parties hereto, anything herein to the said; and it is expressly understood and agreed by the parties hereto, anything herein to the said; and intended, not as personal covenants, undertakings and agreements of the Trustie, named and and intended, not as personal covenants, undertakings and agreements of the Trustie, named and to in said Agreement, for the purpose of binding it personally, but this instrument is exelocity by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the property of time be asserted or enforced against, the First National Bank of Evergreen Park, its against time be asserted or enforced against, the First National Bank of Evergreen Park, its against the property of the second part or holder or agreement herein or in said and interest contained, either expressed or implied, all such personal liability, if any, being hereby expressly wait of the second part or holder or holders of said principal or interest notes are contained, by all persons claiming by or through or under said party of the second part or the holder or holder; where or owners of such principal notes, and by every person now, or hereafter claiming any right or so urity 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 EVERGBEEN 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.



FIRST NATIONAL BANK OF EVER GREEN PARK
AS Truckee as aforesaid and not belonally. O

Senior Research Tust Office

Vice President (17:5)

Vice President

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STATE OF ILLINO	ois) ss.			
COUNTY OFCOOK	5 88.			
	I,J	udith C. Zielinski	State aforesaid, DO HEREBY	
Senior			ERGREEN PARK, and	
			Vice President Trust Officer, ally known to me to be the same	
	persons whose name dent, and Assistant	Cashier, or Trust Officer, respecti	vely, appeared before me this day	
<b>9</b>	own free and volunt	ary act and as the free and volum	ntary act of said Bank, as Trustee	
	Cashier then and the	ere acknowledged mat	als to said instrument as their	
	con free and volunt	ary act and as the free and volu- uses and purposes therein set fo	ntary act of said Bank, as Trustee orth.	
		my hand and notarial seal, this.		ૢૺ૾ૺૺ૾
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	THE FIRST NATIONAL DANK OF EVERGREEN PARK  as Trustee  To		<b>  E</b>	

END OF RECORDED DOCUMENT