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This Indenture, Made

March 18,

19 77 , between

First Nath nal 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

January 6, 1975 Trust Agreement dated

herein referred to ss "First Party," and FIRST NATIONAL BANK OF EVERGREEN PARK, A NATIONAL BANKING ASSOCIATION

herein referred to is Liustee, witnesseth:

THAT, WHEREA'S First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINGP'S SUM OF

THIRTY THOUSAN AD 0/100-----(\$30,000.00)-----

and delivered, in and by made payable to BEARER which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinal er specifically described, the said principal sum and interest

on the bular co of principal remaining from time to time unpaid at the rate

19 77 and TWC NUNDRED FORTY-ONE AND 57/100--on the day of -(\$241.57)-

1st day of each and every month 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

2002. 💥 . All such pe me its on account of the indebtedness March 18th day of evidenced by said note to be first applied to interest on the unjoint juicipal 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 ar interest being made payable at

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

FIRST NATIONAL BANK OF EVERGREEN PARK---

NOW, THEREFORE, First Party to secure the payment of the said principal sim 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 receipt whereof is hereby acknowled of 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 34 in Wiegel and Killgallens Palos Meadows, a Subdivision of the North one-half and the South one-half (except the South 237 feet of the North 270 feet of the West 427 feet of said South one-half) of that part of the West one-half of the North West quarter of Section 31, Township 37 North Range 13, East of the Third Principal Meridian, lying South of the North 32.52 Acres thereof according to the plat thereof recorded, June 15, 1956 as document 11612164 in Cook County, Illinois.

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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, whatow 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.

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:

- Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its succe for so reasigns 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 con litin and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly abordinated 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 factory of the lien of the lien hereof, and upon request exhibit satisfactory evidence of the factory of the lien to Trustee or to holders of the note; (4) complete within a reasonable tin any building or buildings now or at any time in process of erection upon said premises; (5) co...p) with all requirements of law or municipal ordinances with respect to the premises and the use thereo; (3) refrain from making material alterations is aid premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessment, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protect in the manner provided by statute, any tax or assessment which first Party may desire to contest (4) eep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companic. (2) moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the ind-btedness secured hereby, all in companies astisfactory to the holders of the note, under insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date
- 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 or estimate procured from the appropriate public office without inquiry into the accuracy of such oill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or Jaim thereof.
- 3. At the option of the holders of the note and without notice to First Tat, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding nothing 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 the event of the failure of First Party or its successors or assigns to do any of the things specifically set for h in paragraph one hereof and such default shall continue for three days, said option to be exercised any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration of the revise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to for close the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all 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 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 a coessors or assigns, except for the intervention of such receiver, would be entitled to collect such at a such save of the protection, possession, control, management and operation of the premises during the whole of said period. The fourt from time to time may authorize the receiver to apply the net income in his hands in payment in wno'z or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any to's special assessment or other lien which may be or become superior to the lien hereof or of such deer's, 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 shall have the right to inspect the premises at all reasonable times and excess 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 haref, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mis colluct 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 his trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver the last hereof to and at the request of any person who shall, either before or after maturity thereof, I code 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 have a certificate of identification purporting to be executed by a prior trustee hereunder or which conform in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never execute a certificate on any instrument identifying same as the note described herein, it may accept as the guidine 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 Party.
- 10. Trustee may resign by instrument in writing fied 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 founty in which the premises are situated shall be Successor in Trust. Any Successor in Trust here were 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 because. ompensation for all acts performed hereunder.
 - 11. Note hereinbefore referred to contains the following \mathbf{c}^1 ause: Said note also contains a promise by the maker the cof to deposit additional security for the payment of taxes, assessments, in it ince premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as afore-said; and it is expressly understood and agreed by the parties hereto, anything have in to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein produced and intended, not as personal covenants, undertakings and agreements of the Trustee, named and a referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed at I delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powars onferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor and at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or an occount hereof, or on account of any covenant, undertaking or agreement herein or in said principle contained, either expressed or implied, all such personal liability, if any, being hereby expressly waited and by all persons claiming by or through or under said party of the second part or holders or holders or said principal or interest notes hered. The by all persons claiming by or through or under said party of the second part or the holder 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 to 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 and the performance of the covenants herein contained the performance of the covenants herein contained that the enforced only out of the property hereby mortgaged and the rents, issues, and profits the covenants herein contained the performance of the covenants herein contained the perfor

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK, INC.

Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and he hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year, and the hereunto affixed affixed affixed and the hereunto affixed affixed affixed aff

APPEST

FIRST NATIONAL BANK OF EVERCROPINGARY
As Trustee as aforesaid and not personally

Vice-President Senior

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<u>කල</u> x Assistant Cashier and Trust Officer

Vice President

UNOFFICIAL COPY

1008 1016	T. T. INOIS	Billing R. Dilian
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Mar 30 2	2 o7 PH '77	~23069913
STATE OF ILLINOIS		
cook as.		Sime of the second seco
COUNTY OF	Judith C. Zielinski	he State aforesaid, DO HEREBY
a Notary Publ	ic, in and for said County, in the ROBERT M. HONIG	
CERTIFY, that	ROBERT IN PANY OF	EVERGREEN PARK, and
Send r Vice-President	of the FIRST NATIONAL BARR OF	sident & Trust Officer,
o. Assistant C persons whose dent, ava Assi in person and own free and as aforesaid, Cashier then of said Bank, own free and as aforesaid,	ashier of said Bank, who are an ames are subscribed to the forestant Cashier, or Trust Officer, restacknowledged that they signed and yoluntary act and as the free and y for the uses and purposes therein and there acknowledged that they diment there acknowledged that they diment there acknowledged that they or intervant and as the free and you narry act and as the free and you they are and purposes therein so	going instrument as such Vice-Frest- sectively, appeared before me this day delivered the said instrument as their roluntary act of said Bank, as Trustee n set forth; and the said Assistant, as custodian of the corporate sail Bank to said instrument astheir roluntary act of said Bank, as Trustee et forth.
GIVEN	under my hand and notarial seal,	this.
day of	.March	The Carlo Service
COUNT	TCO,	Public
		2/2
The Installment Note mentioned in the within Trust Deed has been identified here-with under Identification No772-4	I M P O R T A N T For the protection of both the bor- rower and lender, the note secured by this Trust Deed should be identi- fied by the Trustee named herein be- fore the Trust Deed is filed for record-	
BOX 232_RUST DEED FIRST NATIONAL BANK OF CAT Trustee To	Trustee	HE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 9578 STREET EVERGREEN PARK. ILL

END OF RECORDED DOCUMENT