# **UNOFFICIAL COPY**

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### This Indenture, Made April 11, First National Bank of Evergreen Park, a National Banking Association, not personally but as Trustee under the provisions or a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a and known as trust number April 5, 1977 herein referred to as ". ir it Party," and FIRST NATIONAL BANK OF EVERGREEN PARK herein referred to as TRUSCEF, witnesseth: THAT, WHEREAS Fig. Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUP OF TWENTY-FOUR THOUSAND EIGUT HUNDRED AND NO/100-----(\$24,800.00)----made payable to BEARER and delivered, in and by which said Note the First Party provises 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 raincipal remaining from time to time unpaid at the rate 812 per cent per annum in installments as follows: ONE HUNDRED NINETY-NINE AND 71/100--on the 1977 and IE HUNDRED NINETY-NINE AND 71/100---- DOLLARS 25th day of =(\$199.71)day of each and every month thereafter until said note is fully 25th paid except that the final payment of principal and interest, if not sooner paid, shall be due on the

11th day of April , 2002. XD . All such payr er s on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid rencipal 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 and interest being made payable at

auch banking house or trust company in Evergreen Park note may, from time to time, in writing appoint, and in absence of such ar pointment, then at the

office of FIRST NATIONAL, BANK OF EVERGREEN PARK ...... in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sun 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 acknowledged 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

COUNTY OF COOK

AND STATE OF ILLINOIS, to-wit.

The East 125 feet of Lot 36 in Block 7 in Homestead Addition to Washington Heights being a Subdivision of the North East 1/4 of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property neremafter described, is referred to herein 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. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns 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 condition and be rir, without waste, and free from mechanic's or other liens or claims for lien not expressly subord, and to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge or 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 '11' are or buildings now or at any time in process of erection upon said premises; (5) comply with all equirements of law or municipal ordinances succept as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special axes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, so urnish to Trustee or to holders of the note duplicate receipts therefor; (3) pay in full under protest in the namer provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by Tre, lighthing or windstorm under policies providing for payment by the insurance companies of none's 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 policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies not less than ten days prior of this paragraph.
- 2. The Trustee or the holders of the note hereby secured making my 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 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 assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding any hing 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 forth in pergraph 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 oth rw.ce, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to forecle the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale for 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 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 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 success as 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 for foreclosing this trust deed, or any tax, special issessment or other lien which may be or become superior to the lien hereof or of such decree, provised such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trustee or the nolders of the note shall have the right to inspect the premises at all reasonable times and access there's shall be permitted for that purpose.
- 8. Trustee has no dry 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, ror be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconductor. It 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 this trust deed has been fully paid; and Trustee may execute and deliver a releast hursof to and at the request of any person who shall, either before or after maturity thereof, produce such 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 related of identification purporting to be executed by a prior trustee hereunder or which bears are infecte 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 where 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 such therein 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 file, it the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or ale. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the countrin 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.
  - Note hereinbefore referred to contains the following clause: Said note also contains a promise by the maker thereof '- deposit additional security for the payment of taxes, assessment: insurance premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but is Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to in contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made ire 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 it is executed to in said Agreement, for the purpose of binding it personally, but this instrument is executed and it is executed upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall reapy 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 principa 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 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 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, had couled 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 evergreen park and not personally,

Cus Vice-President ATTEST.

ice President

Trust Officer 

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STATE OF ILLINOIS

COUNTY OF COOK

Judith C. Zielinski

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY

CERTIFY, that .... ROBERT M. HONIG

SrVice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and

Vice President & JOSEPH C. FANELLI, Vice President & Trust Officer, or Assistant Cashier of said Bank, who are personally known to me to be the same presons 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 preson 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 as aforestid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that they..., as custodian of the corporate seal of said Bank to said instrument as...their. own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth. JOSEPH C. FANELLI. .Trust Officer.

GIVEN under my hand and notarial seal, this.

day of.....April

and n

The Installment Note mentioned in the within Trust Deed has been identified here with under Identification No

Box

THE FIRST NATIONAL BANK OF

EVERGREEN PARK as Trustee

THE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 9573 STREET EVERGREEN PARK, ILL.