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This Indenture, Made May 2, 19 77 between The First National Bank of Highland 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 Agreement dated

April 26, 1977

and known as trust number

herein referred to

as "Fir & Party," and First National Bank of Highland Park

herein refer eq to as TRUSTEE, witnesseth:

THAT, VH'IPEAS First Party has concurrently herewith executed an instalment note bearing even date herewith it. The PPINCIPAL SUM OF Two Hundred Twenty Thousand and 00/100-

made payable to BEAFER and delivered, in and by which said Note the Fire. Farty promises to pay out of that portion of the trust estate subject to said Trust Agreement and herei we er specifically described, the said principal sum and interest

in the balance of principal remaining from time to time unpaid at the rate

2298

therein stated in instalments as follows: One Thousand Nine Hundred Forty Four and 19/100 on the 20th day of July 1: 77 and One Thousand Nine Hundred Forty Four and 19/100 DOLLARS 20th day of each and e.e.y on the thereafter until said note is fully paid.

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

19 82. All such payments on account of the indebtedness evidenced by said day of note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when the shall bear interest at the rate of scanning per cent per annum, and all of said principal and interest 1 sing made payable at such banking house or trust

Highland Park, Illinois Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

the First National Bank of Highland Park

in said City.

NOW, THEREFORE, First Party to secure the payment of the stad principal sum 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 burely acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its success rs and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF COOK AND STATE OF IVETUS, to wit:

Lot 12 in Glenbrook Industrial Park, Unit No. 2, being subdivision of
the South 1/2 of the North 1/2 of the South West 1/4 (except the North
600 feet thereof) and the North 1/2 of the South 1/2 of the South West
1/4 of Section 15, Township 42 North, Range 12 East of the Third
Principal Meridian lying Westerly of a line 100 feet West of the center
line of the most Westerly track of the Chicago, Milwaukee St Paul and
Pacific Railroad Company, all in Cook County, Illinois.

This instrument was prepared by: FIRST NATIONAL BANK OF HIGHLAND PARK

Hatchett 513 Contral, Highland Park, IL 60035

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong-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 sucthat 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

#### IT 13 FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Unt'. the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or raigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and of the premises which may become damaged or be destroyed; (b) keep said premises in good condition and of the premises which may be secured by a lieu or charge on the processly subordin ted to the lieu hereof; (c) pay when due any indebteness which may be secured by a lieu or charge on the process of such process of the note; (d) complete within a reasonable time any building or buildings over at any time in process of erection upon said premises; (e) comply with all requirements of law or rain' do ordinances with respect to the premises and the use thereof; (f) refrain from making material all rai lons in said premises except as required by law or municipal ordinance; (g) pay before any penalty atta hes all general taxes, and pay special taxes, special assessments, 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 an note duplicate receipts therefor; (h) pay in full under protest in the manner provided by statute, any tay c. assessment which First Party may desire to contest; (i) keep all buildings and improvements now or becafter situated on said premises insured against loss or damage by fire and other casualties usually included an extended coverage endorsement under policies providing for payment by the insurance companies c mo lies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebted less secured hereby, all in companies satisfactory to the holders of the note, under insurance policies paya. It is case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be eviden ed by the standard mortgae clause to be attache
- 2. The Trustee or the holders of the note hereby secured making as 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 Prot. 'ts successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding at ye'ring in the note or in this trust deed to the contrary, become due and nayable (a) immediately in the case of drault 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 paragrap 1 of the 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 otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to for close he lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all war attress and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note to attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stency-raphers' 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 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 timeswhen First Party, its successors or assigns, except for

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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.

- 7. Trustee or the holders 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 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. Thust e shall release this trust deed and the lien thereof by proper instrument upon presentation of salisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may secute and deliver a release hereof to and at the request of any person who shall either before or after actually thereof, produce 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 equested of a successor trustee, such successor trustee may accept as the genuine note herein described my note which bears a certificate of identification purporting to be executed by a prior trustee hereunder of mich conforms in substance with the description herein contained of the note and which purports to be executed an behalf of First Party; and where the release is requested of the original trustee and it has now executed a certificate on any instrument identifying same as the note described herein, it may accept at the genuine 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 j at ument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument [hr] J we been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then we order 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 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.

THIS TRUST DEED is executed by The First National Bank of "galand Park, not personally but as Trustee as aforesaid in the exercise of the power and authority conterred you and vested in it as such Trustee (and The First National Bank of Highland Park hereby warrants that i' poss esses full power and authority to execute this instrument), and it is expressly understood and agried that nothing herein or in said note contained shall be construed as creating any liability on the said Nest Party or on The First National Bank of Highland Park personally to pay the said note or any interest the may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either expressed in piled herein contained, all such liability, if any, being expressly waived by Trustee and by every post any wor hereafter claiming any right or security hereunder, and that so far as the First Party and its success ors and The First National Bank of Highland Park personally are concerned, the legal holder or holders of sud note and the owner or owners of any indebtedness accruing hereunder shall look solely to the prenises bereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner, we can and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF HIGHLAND PARK, not personally but a Trastec as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate scal to Large unto affixed and attested by its Assistant Secretary, the day and year first above written.

Let Rider a Harola

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED 7 2, 1272 UNDER TRUST NO. 2298

This Mortgage or Trust Deed in the nature of a mortgage is executed by PIRST NATIONAL BANK OF HIGHLAND PARK, not personally but as Trustee under Trust No. 1298 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Said FIRST NATIONAL BANK OF HIGHLAND PARK hereby warrants that it posses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the Indebtedness secured hereby shall be construed as creating any Hability on the part of said mortgagor or grantor, or on said FIRST NATIONAL BANK OF HIGHLAND PARK personally to pay said note or any interest that may accrue thereon, or any indebted ness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mort gagor or grantor and said FIRST NATIONAL BANK OF HIGHIAND PARK personally are concerned, the legal holders of the note and the owner or owners of any Indebtedness accruin hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guaranter or guaranters, if any. Commence of the second second

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THE FIRST NATIONAL BANK OF HIGHLAND PARK As Trustee as aforesaid and not cersonally,

ATTEST ...

Associated Secretary S

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SCOORDER OF DEEDS AN OUTHOUS TOURNOIS \*23938598 3 17 PM '77 May 23 STATE OF ILLINOIS a Notary Public, in and for said County, in the State aforesaid, DO HEREBY .....Vice-President of THE FIRST NATIONAL BANK OF HIGHLAND PARK, and Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they sigened 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 aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that security as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as had 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. CIVEN under my hand and notarial seal, this ... 0,5004 ne instalment Note mentioned in the with-For the protection of Sot the borrower and lender, the not secured by this Trust Deed sit on the Sot identified by the Trustee named levelin before the Trust Deed it like, for record, AFTER RECORDING in Trust Deed has been identified MAIL THIS INSTRUMENT TO under Identification No. DATE The First National Bank of Highland Park BOX 533

END OF RECORDED DOCUMENT