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TRUSTILDEED RECORD 6Jul. 2312 37 PH '77

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Sidney R. Cillian RECORDER OF DEEDS

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THE ABOVE SPACE FOR RECORDER'S USE ONLY
MAYCUETTE NATIONAL BANK, a
19 77 between charge disconditional bank, a

THIS INDENDED THE Made January 20. 1977 between charagraphic count mount hopering and makes in the country and makes the country and the country said Compan, in rursuance of a Trust Agreement dated February 18, 1971 and known as Trust Number 5239 herein referred to as "First Party," and Chicago Title and Trust Co.

an Illinois corporation, I erely referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Pary h. concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Fifty "no sand Two Hundred and no/100 (\$50,200.00)

made payable to THE ORDER OF BEARFP

and delivered, in and by which said Note the 1 irst Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter pecifically described, the said principal sum and interest from the date of disbursements on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments (acluding principal and interest as follows: One Thousand

and no/100 (\$1,000.00)

Dollars or more on the 20th day of January

19 7 and One Thousand and no/100(\$1,000.00)

er after until said note is fully paid except that the final Dollars or more on the 20th day of each month payment of principal and interest, if not sooner paid, shall be due on me 20 day of January payments on account of the indebtedness evidenced by said note to be as applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of eacl instalt ent unless paid when due shall bear interest at the rate of 8% percent per annum, and all of said principa, and interest being made payable at such banking house or trust company in Chicago Illinois, as the hole as if the note may, from time to time, in writing appoint, and in absence of such appointment, then at the Office of Heineld Securities, Inc.

in said City,

in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said ir erect in accordance with the temperature provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hard price, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its stress and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 10 in Block 11 in 4th Addition to Medema's El Vista Gardens, being a subdivision of part of the North 1/2 of the Northwest 1/4 of Section 17, Town-ship 36 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY

Robert J. Maganuco

SIDLEY & AUSTIN

ONE 1st NATL. PLZ. CHGO., ILL. 60670

which, with the property hereinafter described, as 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, lander beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically statched thereto on ont, 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth

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 IS FURTHER UNDERSTOOD AND AGREED THAT:

I Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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, and premises understoned the premises upon 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 nones; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use therof; (f) refrain from making material alterations in and premises except as required by law or municipal ordinance; (g) pay before any penalty attackes all general lawse, and y 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 the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which lists Party may desire to contest; (d) keep all buildings and improvements now or hereafter situated on said premises functed against lovs or damage by fire, lightining or windstorm fand flood damage, where the lender is required by law to have its foun on intend under protest, in the manner provided by statute, any tax or assessment, which lists Party may desire to contest; (d) keep all buildings and improvements now or hereafter situated on said premises insured against lovs or damage by fire, lightining or windstorm fand flood damage, where the lender is required by law to hav

| er all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal |       |  |      |
|--|-------|--|------|
| MAIL TO:   |       | FOR RECORDER'S INDEX PURPOSES<br>INSERT STREET ADDRESS OF ABOVE<br>DESCRIBED PROPERTY HERE | 3 95 |
| L  | _     |  | 522  |
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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 any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances; if any, and purchase, discharge, compromise or settle only tak line or other prior lies in or title or claim thereof, or redeem from any tax sale or forfeiture affecting sald premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prenaturity rate set forth herein, lnaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, it any, cuterwise one prosiminary, and a maturity rate set forth in the note securing this trust deed in the provision of this paragraph.

2. The Trustee or the holders of note hereby secured making any payment hereby aithorized 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 wildidy 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 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 fallure of First Party or its successors or assigns to do any of the bill, a specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exerched at any time after the explair. Or is differed any period.

4. When the line is read, in any sult to foreclose the liten 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 or attorneys (esc., Trustee's fees, appraher's fees, outpayable for a minute after ent. of a decree of procuring all such abstracts of fille, title scarches and examinations, title policies, Toursee shall have the plant of the trust of the procuring and such abstracts of fille, title scarches and examinations, title policies, Toursee stellates, and similar day and awarances ..., ..., ..., straggraph mentioned shall become so much additional indebtedness vectored hereby and immediat

third, all principal and interest remaining unpaid to the role; fourth, any overplus to First Party, its iegat representatives or assigns, as merr mans may appear.

6. Upon, or at any time after the filing of a bill to for note his 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 s. e, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if an, liable for the payment of the indebtedness secured hereby, and without regard to the them said to the them occupated as the premises of the person of the person of the receiver. Such receiver shall have power to collect the rents, issues and prof (s 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. As the receiver on one as well as during any further times when First Party, its successors or assigns, except for the intervention of such receive, wo, if be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, no, see it. On nitrol, 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 control management in whole or in part of; (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any "A, special assertion or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forecourse such as and access thereto shall be permitted for that purpose.

purpose.

8. Trustee that no duty to examine the title, location, existence or condition of the common or to inquire into the validity of the signature indentity, capacity, or authority of the signatories on the note or trust deed, nor shall Trus et be obligated to record this trust deed or to exer power herein given unless expressly obligated by the terms hereof, nor be liable for any a tsee or issions hereunder, except in case of its own negligence or misconduct or that of the agents or employees of Trustee, and it may require more inline satisfactory to it before exercising any herein given.

sequence or instrument or that of the agents or employees of Trustee, and it may require inder nities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon present ite, on satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and a the equest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebt due a bereity secured has been paid, which representation Trustee may note which contained to the requested of a successor trust en any accept as true which considerable in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and it has never placed its deficient on number on the note, executed by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filled in the office of the Recorder or Registrar of Titles in which ..., not ment shall have been recorded or filled. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the counts in ... which have been situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are he capted in this instrument shall be construed to mean "notes" when more than one note is used.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall be construed to mean "notes" when more than one note is used.

13. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effer, when the release deed it issued. Trustee or successor shal

Acall SISTANT VICE-PRESIDENT Nesle ASSISTANT SECRETARY Corporate Stayming

Corporate Stat

STATE OF ILLINOIS. SMarquette
COUNTY OF COLLAR NATIONAL Bank PUBLIC PORCOUNTY TO watio Bank

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above rapped Assistant Vice President and Assistant Secretary of the NORKAGAM — ACONSMONOUSSPORMANN, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this slay in person 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary, own free and voluntary act and as the free and voluntary act of said Company to be affixed to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date 5-26-77

My Commission Expires March 30, 1981

haron M. Hayne Notary Public

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No CHICAGO TITLE AND TRUST COMPANY TRUSTEE

Diane Camite

ASSE, TABLE SECRETARY

END OF RECORDED DOCUMENT

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