## **UNOFFICIAL COPY**

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THIS INDENTURE, made this day of June A. D. 19. 77, between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of II' no); and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not person-as Tru t Number 3520 herein referred to as "First Party," and --- Harold J. Gouwens---herein referred to ra Trustee, witnesseth: THAT, WHELE AS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCY A. SUM OF \_ \_ \_ \_ \_ \_ --- Forty Seven Thousand Five Hundred and no/100's----- DOLLARS, made payable to BEARER which said Note the First Party promies 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 principal remaining from time to time unpaid at the rate of Nine per cent per annum in instalments as follows: Four Hundred Eighty C. a and 79/100's (\$481.79) Dollars 19 77 and Four Hundred Eighty One and 79/100's on the day of August Dollars or more on the 1st day of each month thereafter with the unpaid balance, if any, due on the 1st day of July, 1992.

All such payments on account of the indebtedness evidenced by said 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 due shall bear interest at the rate of seven per cent per annum, and all of said principal of the principal of the principal when due shall bear interest at the rate of seven per cent per annum, and all of said principal of the princ

cipal and interest being made payable at such banking house or trust company in Dolton Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-

ment, then at the office of First National Bank in Dolton

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NOW, THEREFORE, First Party to secure the payment of the said princip; I sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed will 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 assions, he following described Real Estate situate, lying and being in the Village of Dolton

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
The North 120 feetof Lot 13 in Block 3 in DOLTON in the East half of the East na'f of
the Northwest quarter of Section 3, Township 36 North, Range 14 East of the Third
Principal Meridian, in Cook County, Illinois.

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In the event the property described herein is sold by the maker hereof, then note described herein shall be due and payable in full instanter. Provided however that the holder of or owner of note may consent to release of this provision for acceleration. which, with the property hereinafter 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, 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 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 trusts herein set forth.

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- 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 of the premises which may become damaged or be destroyed; (2) keep said premises in good condition me repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinate. 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 or such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any be leding or buildings now or at any time in process of crection upon said premises; (5) comply with all equirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refress 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 coards, sower service charges, and other charges against the premises when due, and upon written request, to farnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to context; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by Tre, lightning or windstorm under policies providing for payment by the insurance companies of money, so be out either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secure a hereby, all in companies satisfactory to the holders of the note, under insurance policies, including additional and conveys policies, to holders of the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and conveys policies, to holde 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
- The Trustee or the holders of the note hereby secured and ing any payment hereby authorized relating to taxes or assessments, may do so according to any bill, st cement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, st cen ent or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim the reof.
- At the option of the holders of the note and without notice to First cr. tv, its successors or assigns, 3. At the option of the holders of the note and without notice to First could be 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 refull in making payment of any installment 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 paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the cipiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration c. holders of the note or Trustee shall have the right to foreclose the lien hereof.
- In any suit to foreclose the lien hereof, there shall be allowed and included as additional included ess in In any suit to foreclose the lien hereof, there shall be allowed and included as additional inc. \*\*\* cc ess in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of "rw , ec or holders of the note for altorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and e.pert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items t, b) 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 repolicies 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 oremises. All expenditures and expenses of the nature in this paragraph mentioned shall become so 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 bankruptey 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 accural 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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually
- 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 forcelose 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



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such r c iver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and w th ut 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 treelivet 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 mt, as well as during any further times when First Party, its successors 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 operates 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 indebt-edness secured hereby of 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 hold r 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 recore this trust deed or to exercise any power herein given inless expressly obligated by the terms hereof, nor be indeed 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. Trustee shall release this trust a d 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 release hereof to and at an request of any person who shall, either before or after maturity threof, 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 requested of a successor trustee, such successor truste may accept as the genuine note herein described any note which bears a certificate of identification purport. It is executed by a prior trustee hereunder or which conforms in substance with the description hereit or diamed 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 note herein described any note which may be prese de, 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 filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In c so of the resignation, inability 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 ideal call 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 South Holland Trust & Savings Bank, not personally but Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said South Holland Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said South Holland Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, South Holland Trust & Savings Bank, not personally but as Trustee as afore-.....Secretary, the day and year first above written. hereunto affixed and attested by its

> SOUTH HOLLAND TRUST & SAVINGS BANK said and Not Personally

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TO SO COME OR SO SECURITIES						SCHOOL SHOOL SHOUL SHOOL SHOL SH
STA' COU	TE OF ILLINOIS, ?	JOHN T. TELLHOIS FOR HEDORD 38- 3 05 PH '77			. Adding F.C. 700000 OF DEUD 182396705	0.5
for signature	I,	derice D. Toth the aforesaid, do he buth Holland Trust	reby certify the & Savings Baretary of said re subscribed Asst	nk, a corporation Corporation, pe to the foregoing Secretary, respectigned and delivered and voluntary act said	gauwens and and and arsonally known Instrument as tively, appeared red the said inof said Corporas his own free or the uses and	•
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The Instalment N Add City	ress: 14122 50000	1 Road o Road nois 604/9	Defore the	record.		
TRUST DEED	SOUTH HOLLAND TRUST & SAVINGS BANK, as Trustee ro					Constitution to the constitution of the consti
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