(5)

This Indenture, Made January 4, 19 75, between Roselle State Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and

1762 herein referred to as "First Party," and Roselle State Bank and Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth:

delivered to said Bank in pursuance of a Trust Agreement dated 9/12/74

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even dare herewith in the PRINCIPAL SUM OF

which said No.2 the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement, and dereinafter specifically described, the said principal sum in monthly

instalments as follows: Four hundred twelve and 02/100------- Dollars on the 15th day of July 1975, and four hundred twelve and 02/109 ollars

on the 15th day of each month thereafter, to and including the

15th day of May 1990, with a final payment of the balance due on the 15th day of June 19 90 with interest on the principal balance from time to time unpaid at the rate of -7.8- per cent per annum payable monthly

Each of said instalments of principal bearing interes after maturity at the highest legal rate per annum, and all of said principal and interest being made payable at such canking house or trust company in Roselle, Illinois

Illinois, as the legal holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Roselle State Bank and Trust Company in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the cust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof it here yearknowledged, 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

Cook AND STATE OF ILLINOIS, to wit:

Lot 19 in Arthur T. McIntosh and Company's Pheasant Hills of Inverness, a Subdivision of parts of Section 20 and Section 21, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois recorded December 22, 1967 as document no. 20362098 in Cook County, Illinois. COONTY OF

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

TOGETHER with all improvements, tenements, casements, 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 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 mart of the real estate.

Clifford D Petersen

106 E. Irving Park Road Roselle, IL 60172

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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 trusts herein set forth.

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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 repair, without waste, and free from mechanic's or other liens or claims for lien good condition and repair, without waste, and free from mechanics or other here or claims for her not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a new or charge on the premises superior to the lien hereof, and upon req. st 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 building or buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required. by law or mani ipal ordinance: (7) pay before any penalty attaches all general taxes, and pay special taxes, special as ex-ments, water charges, sewer service charges, and other charges against the premises when due, and upo, written request, to furnish to Trustee or to holders of the note duplicate receipts therefor: (8) pay in full up or protest in the manner 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 agains loss or damage by fire, lightning and extended coverage under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in 'ml' the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under incurance policies payable, in case of loss or damage, to Trustee for 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 de iver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expirition; then Trustee or the holders of the note may, but need not, the provisions of this paragraph.
- The Trustee or the holders of the note hereby secured making thy 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 (r c aim thereof,
- At the option of the holders of the note and without notice to First Praty, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding enything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the (a e of default in making payment of any instalment of principal or interest on the note, or (b) in the wint 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 expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or other ise, 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 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 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 or to 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 security hereof, whether or not actually commenced.

- 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 time 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 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.
- 3. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truck' 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 independent of the agents of the premises, nor shall be a provided in the control of the premises, nor shall be a power herein given.
- 9. Trustee "ia"! release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory 'vi'ence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity increof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured his 'e in paid, which representation Trustee may accept as true without inquiry. Where a release is requester of a successor trustee, such successor trustee may accept as the genuine note herein described any note "hich bears a certificate 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 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 presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Pary;
- 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 case 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 identical title powers and authority as are herein given Trustee, and any processor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority co. if rred upon and vested in it as such Trustee (and said ROSELLE STATE BANK AND TRUST COMPANY, here), warrants that it possesses full power and authority to execute this instrument), and it is expressly uncer tood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any co. The express or implied herein contained, all such liability, if any, being expressly waived by Trustre and the every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said ROSELLE STATE BANK AND TRUST COMPANY personally are concerved, 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 lies 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, ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

SEAD STATE

ROSELLE STATE BANK AND TRUST COMPANY
As Trustee as aforesaid and not personally.

As Trustee as aforesaid and not personally.

ATTEST LASSON

Assistant Secretary

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## **UNOFFICIAL COPY**

STATE OF ILLINO	IS ,			
COUNTY OF DUPAGE	55.			
	I,a Notary Public	Barbara A. Mi in and for said	ller County, in the Sta	te aforesaid, DO HEREBY
	CERTIFY, that	Russel,1C	Shockey	
	Tru	st Officer of the I	Roselle State Bank an	d Trust Company, and
Clifford D. Petersen  Assistant of said Bank, who are personally known to me to be the same personalized and as the foregoing instrument as such Trust Off Assistant Secretary, respectively, appeared before me this day in packnowledged that they signed and delivered the said instrument as free and voluntary act and as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the seal of said Bank, did affix the corporate seal of said Bank to said instrument.  In this, own free and voluntary act and as the free and voluntary act of as Trustee as aforesaid, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal, this				be the same persons whose s such Trust Officer, and he this day in person and linstrument as their own act of said Bank, as Trustee rth; and the said Assistant s custodian of the corporate Bank to said instrument as d voluntary act of said Bank, n set forth.
S PUBUC-	day of		1	aryA. D. 19. 75.
			Barbar	Notary Public
O O Ballion	COOK COUNTY.	Y.:		RECORDER OF DEEDS
	May 7'75	$O_{\mathcal{L}}$		
	nai i iu i i	5 411		*23074332
in the cd here.	.		A b	
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.		I M P O R T A N T  For the protection of both the borrower and lender, the note secured by this Trust Deed should be idea.	tified by the Trustee named he. e. before the Trust Deed is 1-led 10 record.	
TRUST DEED ROSELLE STATE BANK AND TRUST COMPANY	as Trustee To	Trustee	Mail To: Roselle State Bank & Trust Co. Nov.1939e Lean Dept. P. O. Box 200 Roselle IL 60172	ROSELLE STATE BANK AND TRUST COMPANY ROSELLE, ILLINOIS

ENDERFORMED DUNING NO.