

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
TRUST DEED FOR RECORD

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 3, 1975, between Exchange National Bank of Chicago, 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 August 13, 1974 and known as Trust number 25402, herein referred to as "First Party," and HERITAGE/PULLMAN BANK

an Illinois corporation, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) Dollars,

made payable to BEAREP and delivered, in and by which said Note the First Party promises 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 from Date on the balance of principal remaining from time to time unpaid at the rate of 9 1/2 per cent per annum in instalments as follows: Four Hundred Sixty Nine and 91/100 (\$469.91)

Dollars on the First day of May 1975 and Four Hundred Sixty Nine and 91/100 (\$469.91) Dollars on the First day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the First day of May 19 90 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 9 1/2 per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Glenwood, 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 Heritage/Glenwood Bank 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 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 AND STATE OF ILLINOIS, to wit:

Lot 6 and the North 35 Feet of Lot 37 in Block 3 in Dyk's Addition to Pullman a Subdivision of Lot 2 in Assessor's Division of the West 1/2 of the North West Quarter of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

This instrument prepared by:
Betty Stone
Glenwood Bank
Glenwood, Ill.

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 as during all such times as First Party, its successors or assigns may be entitled therein (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, linoleum beds, awnings, stairs 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.

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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) 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 municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer 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; (8) pay in full under 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 against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about

63-19-81220

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NAME: HERITAGE/GLENWOOD BANK
STREET: 18301 S. Halsted St.
CITY: Glenwood, Ill. 60425

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
11246 S. Michigan Av.
Chicago, Illinois

OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER BOX-533

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 any tax lien or other point lien or title or claim thereon, or release from any tax sale or foreclosure affecting said premises or against 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 hereon, (the reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction 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.

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, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 hereon. In any suit to foreclose the lien hereon, 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 insurance 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 holders of 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 as 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, in which either of them shall be a party, either as plaintiff, defendant 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 foreclosure 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, an amount 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 surplus 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 advocacy or in advocacy of the terms of application for such receiver, of the applicant or person, if any, liable for the payment of the indebtedness secured hereby, and without regard to the true value of the premises or whether the same shall be sold or retained on a lien. The receiver shall be appointed as such receiver. Such receiver shall have power to sell, lease, mortgage and profits of all 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 having any further times and places, the successors or assigns, except for the satisfaction of such lien, which shall be subject to the order of the court, and all other powers which may be necessary or reasonable 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 the hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree enforcing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereon 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 is under a 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 hereon unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power hereon given.

9. Trustee shall release the 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 release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee satisfactory representation that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where an abstract of title is presented, such representation shall be prima facie evidence that any lien which has a certificate of identification pertaining to be executed by a prior trustee hereunder or which conflicts in substance with the description herein contained of said lien and which purports to be associated on behalf of First Party, and where the release is required of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may execute the same as the trustee hereof, and where the release is required of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may execute the same as the trustee hereof, and where the release is required of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may execute the same as the trustee hereof, and where the release is required of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may execute the same as the trustee hereof.

10. Trustee may transfer 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 registration, liability or a final in and of Trustee, the then Recorder or 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 as hereunder.

THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Exchange National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument) and is hereby understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or obligating said Exchange National Bank of Chicago personally to perform any obligation or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any lien or security hereunder, and that so far as the First Party, its successors and said Exchange National Bank of Chicago personally are concerned, the legal liability of holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the estate of the personal liability of the estate of said First Party.

IN WITNESS WHEREOF, the Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier and Trust Officer the day and year first above written.

EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,
Melvin J. Foster VICE-PRESIDENT-TRUST OFFICER
Assistant Cashier-Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)
I, MAE C. DUBOIS,
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
C. C. KAPLAN
Vice President and Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and
Melvin J. Foster
Assistant Cashier-Trust Officer of said Bank, who are personally known to me to be the same persons whose names are
respectively, appeared before me this day 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 Bank, as Trustee as aforesaid, for the use
and purposes therein set forth, and the said Assistant Cashier-Trust Officer then and there acknowledged that said Assistant
Cashier-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as
Assistant Cashier-Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as
aforesaid, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of April, 1975

Mae C. Dubois
Notary Public

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

The Instrument Note mentioned in the within Trust herewith under Identification No. 30-139 HERITAGE PULLMAN BANK AND TRUST COMPANY AS TRUSTEE

Assistant

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END OF RECORDED DOCUMENT