1 (N)3 · 23 | 153 | 190 This Indenture, Made July 3 1975 , between Melrose Park N ITIONAL BANK, 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 and known as trust number 1672 July 3, 1975 to as "First Party," and MELROSE PARK NATIONAL BANK, a National Banking Association an Illinois or oration herein referred to as TRUSTEE, witnesseth: THAT, WITTREAS First Party has concurrently herewith executed an instalment note bearing even date herewith it the PRINCIPAL SUM OF Twenty-six thousand and no/100---(\$26,000.00)---made payable to the order of PEARER and delivered, in and by while stal 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 on the balance of principal remaining from time to time unpaid at the rate of 8.75 per cent per annum in instalments as follows: Two hundred thirteen and 76/100--(\$213.76)--- DOLLARS 19 75 , and Two hundred thirteen and 76/100-on the 1st day of Ausut on the 1st day of each աթուհ thereafter until said note is fully paid except that the full ayment of principal and interest, if not sooner paid, shall be due on the 1st 'av of July 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 9.5 per cent on the DOLLARS day of each thereafter to and including the , with a final payment , together with interest on the principal balance from time to time unpaid at the rate of pocal pr annum, payable with and at the time for, and in addition to each of the said principal instalments provided that each of said instalments of principal shall bear interest after maturity at the rate of per cent and all of said principal and interest being made payable at such place in Melrose Par. Illinois, as the holder or holders of the note may, from time to time, in writing appoint, and a sence of such appointment, then at the office of Melrone Park National Bank in said State of Paras; NOW, THEREFORE, First Party to accure the payment of the said principal sum of money rad 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 Cook AND STATE OF HALINOIS, to-wit:
Lot 30 in Block 2 in Shekleton Brothers' Third Addition to Bellwood being a Subdivision of the South West Quarter of the North East Quarter of Section 16, Township 34 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois. The co-signers of the instalment note described herein also agree to deposit with the holder of said instalment note 1/12 of the annual real estate taxes each month. which, with the property hereinafter described, is referred to herein as the "premises." 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, in-a-door 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.

NOTE: If interest is payable in addition to stated instalments, strike out from * to *.

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THIS DOCUMENT WAS RUTH BANNISTER, REAL EST *

THIS DOCUMENT WAS PREPARED BY:

N'ISTER, REAL ESTATE LOAN DEPARTMENT MILEOSE PARK NATIONAL BANK MILROSE PARK, ILLINOIS 60160

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, or the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

... Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its so ces ors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or nerchife on the premises which may become damaged or be destroyed; (2) keep said premises in good con its of and repair, without waste, and free from mechanics or other liens or claims for lien not expressly as deed on the premises superior to the lien hereof; (6) pay when due any indebtedness which may be secured by a lien or clair, 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 note; (4) complete within a reasonable time ray building or buildings now or at any time in process of erection upon said premises; (5) resplay with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (C) refrain from making material alterations and premises except as required by law or municipal c din use; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessment, vater charges, sewer service charges, and other charges against the premises when due, and upon writtee request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protect. It he manner provided by statute, any tax or assessment which First Party may desire to contest; (4) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance compants of manner provided by statute, any tax or assessment which First Party may desire to contest; (4) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payments by the insurance compants of manner leads to the provision of the note, and in case

- 2. The Trustee or the holders of the note hereby secured maling any payment hereby authorized relating to taxes or assessments, may do so according to any bill, "thi and or estimate procured from the appropriate public office without inquiry into the accuracy of such ""! statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or a lim thereof.
- 3. At the option of the holders of the note and without notice to First Par's, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding a vehing 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 eye that the failure of First Party or its successors or assigns to do any of the things specifically set for the paragraph one hereof and such default shall continue for three days, said option to be exercised as any the after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or effective holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to be cell as the lien hereof, the result has been added an additional indebtedness in the decree for sit, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, the paid or incurred by or on behalf of Trustee or holders of the note for attorneys' pees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence atter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torens 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 9.5 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 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 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 ents, issues and profits, and all other powers which may be necessary or are usual in such cases for the intervention 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 accured hereby, or by any decree for foreclosing this trust deed, cany tax, special assessment or other lien which may be or become superior to the lien hereof or of such deree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and leficiency.

- 7. In stee or the holders of the note shall have the right to inspect the premises at all reasonable times and occess thereto shall be permitted for that purpose.
- 8. Trust e has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be collimated to record this trust deed or to exercise any power herein given unless expressly obligated by the come 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 satisfactor to it before exercising any power herein given.
- 9. Trustee shall recase this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence "at all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and del for a release hereof to and at the request of any person who shall, either before or after maturity their of, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been perso, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any mote when core, rs a certificate of identification purporting to be executed by a prior trustee hereinder or which crifto as in substance with the description herein contained of the note and which purports to be executed. To behalf of First Party, and where the release is requested of the original trustee and it has never so, uted a certificate on any instrument identifying same as the note described herein, it may accept as the general note described herein, it may accept as the general note herein described any note which may be presented and which conforms in aubstance 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 writin filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorder 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 be evider 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.

Coto THIS TRUST DEED is executed by Meleone Park National Bank, not personally but is Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Melrose Park National Bank hereby warrants that it possesses full power and authority to the said meleon of the said note of the said first Party or on said Melrose Park National Bank personally to pay the said note or any interest that may accrue thereon, or any indelective ness 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 Melrose Park National 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, Melrose Park National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by itsAss't.Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

ATTHET

Executed and delivered by the MEIROSC PARK NATIONAL BANK, not in its included capacity, but colely in the expectly herein described for the its included capacity, but colely in the expectly herein described for the purpose of binding the heroin described property, and subject to the expurpose of binding the heroin described property, and subject to the expurpose of binding the heroin described property, and subject to the expurpose of binding the heroin described property, and subject to the expurpose of binding the heroin described property and without the heroin district under the within stated account. TIDNAL BANK, or my of the hendricals under the within stated account, and the heroin district and the heroin district and the property of the heroin district under the within stated account, and the heroin district and the heroin dis

MELROSE PARK NATIONAL BANK CARS AS Egustee as aforesaid and not personally,

Prosident' Secretary Annintant

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STATE OF ILLINOIS ss.	e undersigned, a Notary Public, in and for said County, in the State aforesaid, DO	
ugogry C	RTIFY THAT	
	esident of MELROSE PARK NATIONAL BANK, A National Banking Association, THOMAS P. CONDON , Asst. Secretary of	
to the foreg appeared b	ho are personally known to me to be the same persons whose names are subcribed ing instrument as suchX1. Vice President and A88'L Secretary, respectively, fore me this day in person and acknowledged that they signed and delivered the ent as their own free and voluntary act and as the free and voluntary act of said	
Bank as T Ass't. scal of said free and ve for the use	ustee as aforesaid. For the assessman purposes divers as custodian of the corporate scretary then and there acknowledged that he/she as custodian of the corporate seal of said Bank to said instrument as his/her own intary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, and purposes therein set forth.	! !
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The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 5362.	IMPORTANT For the protection of both the borrow at and lender, the note secured by the True Deed should be identified by the Trustee named herein before the Trust Deed is filled for record.	
Box 669 TRUST DEED	MELROSE PARK NATIONAL BANK MELROSE PARK NATIONAL BANK MELROSE PARK, ILLINOIS	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;

END OF RECORDED DOCUMENTS