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383	TO WE ARREST DO BEAR AND TO THE ARREST AND THE		naliseration properties	originistational sousse.
	pis document prepare. 23 201, 81 This Indenture, Made	Day: Micha	el A. Zill	Bank
\leq	23 201, 81	174	and Lane de	5. milron
1				
Q,	NATIONAL BANK, a National Banking and Deed or Deeds in trust duly recorded	Association, not persona and delivered to said Ba	ink in pursuance of a T	r the provisions of a rust Agreement dated
		d known as trust numbe		herein referred
<u> </u>	to as "First Party," and MELROSE PA	RK NATIONAL BANK, A	National Banking A	BROCINTION
-:}-	r ill nois corporation herein referred	to as TRUSTEE, witnesse	th:	
3	even and be ewith in the PRINCIPAL SU	ty has concurrently he M OF FIFTY-SEVEN T	erewith executed an ins HOUSAND AND NO/100-	talment note bearing
~	(\$57,	000.00)		Dollars,
2	made payable to the order of BEAREI	3		and
3	delivered, in and by which said Note estate subject to (aid Tr_3t Agreeme	the First Party promis nt and hereinafter spo		
	*and interest on the balance of principal	ipal remaining from tin	se to time unpaid at the	rate of 9.25 per
	cent per annum in instalm nts a follo	ws: Four hundred eig	hty-eightand 15/100	DOLLARS
	on the lst day of Octube:	xx2000 and Four hu	ndred eighty-eight (\$488.15)	and 15/100 Dollars
	on the lst day of each dor	ı :h	원 그렇게 어떻게	thereafter
	until said note is fully paid except	the final paymen	t of principal and int	erest, if not sooner
	all such payments on account of the interest on the unpuid principal bala of each instalment unless paid when oper annum,	e inductor as evident nee a d the remainde lue sha.: b interest	r to principal; provide at the rate of 9.2	d that the principal 5 per cent
	†in instalments as follows:	7/3	17001	Dollars
	on the day of	19 , and	x [[90]	Dollars
	on the day of each			
	thereafter to and including the	day of	119	with a final payment
	of the balance due on the on the principal balance from time to with and at the time for, and in addi of-said-instalments of principal shall be per annum,†	day of time unpaid at the ra tion to each of the sai ar interest after matur	te of per cent d principa' ir sa lments ity at the ra(a)	gether with interest per annum, payable provided that each —per cent-
	and all of said principal and interest be Illinois, as the holder or holders of the	eing made payable at su note may, from time t	o time, in writing appo	ark int, and in absence
	of such appointment, then at the office of			
	NOW, THEREFORE, First Part, said interest in accordance with the ter- sideration of the sum of One Dollar in these presents grant, renlsc, release, a following described Real Estate situate, I	ying and being in the	Alliage or Metrose	sum of miney and ed, aid also in connowle 'ger', 'Jus by ors and assign', the Park
(COUNTY OF Cook	AND STATE OF ILLINOIS	, to-wit:	
C a	ots 1, 2, 3 and 4 in Block 150 in Court Partition of the South & of and Northwestern Railroad (Galena Chird Principal Meridian, in Cook	Section 3 and all o Division) in Townsh	f Section 10 North	of the Chicago

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 *.

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

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 be destroyed; (2) keep and premises in and condition and repair, without waste, and free from mechanic's or other liens or claims for lien to expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured to use the first party of the discharge of such prior lien to Trustee or to holders of the one; (4) complete within a real property of the discharge of such prior lien to Trustee or to holders of the one; (5) comply with all requirements of have or municipal ordinances with respect to the premises and the secured; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all geheral taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises when due, a d) pon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay i rail 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 a an st loss or damage by fire, lightning or windstorm under policies providing for payment by the in aur a companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay m full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and in case of insurance about to expire, to deliver renewal policies, no lodders 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 o' e-piration; then Trustee or the holders of the note may be a continued to the particle of the holde of this paragraph.
- 2. The Trustee or the holders of the note here's recured making any 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, to then or claim thereof.
- 3. At the option of the holders of the note and without no ce to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwi hatanding 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 nace or (b) in the event of the failure of First Party or its successors or assigns to do any of the things of in ally 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 cceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lieu hereof. In any suit to foreclose the lieu 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 the evidence, stenographers' charges, publication costs and costs (which may be estimated as to item 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. " ustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or or idence to bidders at any sale which may be had pursuant to such decree the true condition of the title coor the value of the premises. All expenditures and expenses of the nature in this paragraph mention disall become so much additional indebtedness secured hereby and immediately due and payable, with interest the renor at the rate of per cent per annum, when paid or incurred by Trustee or holders of the "to connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of her 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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually
- 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
- 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

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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 su'h foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of red ap, ion, whether there be redemption or not, as well as during any further time when First Party, it's are also 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 Cour 1 om time to time may authorize the receiver to apply the net income in his hands in payment in whole or i) part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tar, special assessment or other lien which may be one 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 deficiac.

- 7. Truste or the holders of the note shall have the right to inspect the premises at all reasonable times and access the reto 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 oblight a to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereoff nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mi con luct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it be on exercising any power herein given.
- 9. Trustee shall release this 'us deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that 'll in lebtedness 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, property 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 succe. Trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms a substance with the description herein contained of the note and which purports to be executed on by an order than the described herein, it may accept as the genuine not 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 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 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 here, do 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.

THIS TRUST DEED is executed by Melrose Park National Bank, not personally but a tristee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Tristee (and said Melrose Park National Bank hereby warrants that it possesses full power and authority to aveute this instrument), and it is expressly understood and agreed that nothing herein or in said not a creating any liability on the said First Party or on said Melrose 'Abantonal Bank personally to pay the said note or any interest that may accrue thereon, or any indebt dness 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 its A. Vice President, and its corporate seal to be hereunto affixed and attasted by its Ase't. Secretary, the day and year first above written.

4.5.5

Executed and delivers

TORY

TORY

THAN BANK, not in the individual capacity of the individual capacit

MELROSE PARK NATIONAL BANK

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ST	ATE OF ILLING	COCK (A de la companya de l
Co	UNTY OFCook	} ss. Aug 27	-5.PH 175		23201818
		1100 E.	signed, a Notary Public, in and fo	and the second of the second o	
		HEREBY CERTIFY	THAT Thomas P. C	ondon	
	Ass		of MELROSE PARK NATIONAL		and the contract of the contra
		and Barbara	J. Karg personally known to me to be the s	. Ass	t Secretary of mes are subcribed
		to the foregoing inst	rument as suchAVice_Preside	nt and _Age! _ Secret	ary, respectively.
	Assillarities.	said instrument as t	this day in person and acknowled heir own free and voluntary act a	nd as the free and vol	untary act of said
, IIII E	M. P. Marie		aforesaid, for the uses and pu then and there acknowledged tha		
9.1	OTARY	seal of said Bank, d	id affix the corporate seal of said it and as the free and voluntary ac	Bank to said instrume	nt as his/her own
	'UBLICATION	for the uses and purp	oses therein set forth.		stee as moresing,
AL CO		The second secon	my hand and notarial seal, this		
·*************************************	47 of 1 1 to 1	day ofAugust_	, A.D., 19		2
	Q _A		9	same M. J. Notary Pu	Wich
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allm D	Page 1den		I M P O R T. (N T the protection of the norm of the protection of the norm of the protection of the secured by this Trust declarate the Trust Deed is storected.		
The Installment Note mentioned in the within Trust Dood has boon identical bear	with under Identification No MELROSE PARK NATIONAL BANG		I AI P O R T. I N T for the paraterian & ban the barrower and lender, the "ote secured by this Trast D'ed." ou." Le identified by the Trusteen and ed. "even before the Trust Deed is siled for record.		
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