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This Indenture, Made 19 75 , between MELROSE PARK September 16, NATIONAL 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 1718 and known as trust number September 5, 1975 herein referred to as "First Party," and MELROSE PARK NATIONAL BANK, a NATIONAL BANKING ASSOCIATION an-Himoic corporation-herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing ven date herewith in the PRINCIPAL SUM OF TWENTY-FIVE THOUSAND AND NO/100-----(\$25,000.00)-made sayable to the order of BEARER del ver d in and by which said Note the First Party promises to pay out of that portion of the trust estate fub ect to said Trust Agreement and hereinafter specifically described, the said principal sum *and inter st in the balance of principal remaining from time to time unpaid at the rate of 8.75 per or more cent per annua it instalments as follows: Two hundred five and 54/100---(\$205.54)---- Dollars / ay of November 19 74, and Two hundredfive and 54/100------(\$205.54) Dollars / on the 1st on the day o each month thereafter lst until said note is fully said except that the final payment of principal and interest, if not sooner paid, shall be due on the 16th day of September 752000, all such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balence and the remainder to principal; provided that the principal of each instalment unless paid when the shall bear interest at the rate of 9.5 per cent per annum,* +in instalments Doubactes on the day of 19 and DOLLARS on the day of each thereafter to and including the day , with a final payment of the balance due on the day of together with interest on the principal balance from time to time unpaid at the rate of per cent per annum, payable with and at the time for, and in addition to each of the said rancipal instalments; provided that each of each 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 it. "Lirose Park Illinois, as the holder or holders of the note may, from time to time, in virilor appoint, and in absence of such appointment, then at the office of Melrose Park National Bank ... said State of Illinois: NOW, THEREFORE, First Party to secure the payment of the said principal ...m of money and said interest in accordance with the terms, provisions and limitations of this trust (e. d. and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby actionwhered, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and a signs, the following described Real Estate situate, lying and being in the Village of Maywood COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:
PARCEL 1: Locs 6, 7 and 8 in Block 75 in Maywood in Section 11, Township 39 North, lange 12 East of the Third Principal Meridian, in Cook County, Illinois, PARCEL 2: Lots 14 and 15 in Black108 in Maywood, a subdivision of parts of Sections 2. 10, and 14, Township 39 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."

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 sasigns 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 therein 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, sloves 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.

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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 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 said premises in gold condition and repair, without waste, and free from mechanic's or other liens or claims for lien of expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by them 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 note; (4) complete within a care sable 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 or thereof; (6) refrain from making material alterations in said premises except as required by law of nunicipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises when due, at a bon 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 desi e to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured grainst loss or damage by fire, lightning or windstorm under policies providing for payment by the major acc companies 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 companies satisfactory to the holders of the note, under subject to the present of the cost, and any account of the holders of the present of this paragraph.
- 2. The Trustee or the holders of the note her by secured making any payment hereby authorized editing to taxes or assessments may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the warracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, to the or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all angual indebtedness secured by this trust deed shall, not an standing anything in the note or in this trust deed to the contrary, become due and payable (a) if med ately in the case of default in making payment of any mixtument of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or as upus 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 vereised at any time after the expiration of said three day period.
- 4. When the indebtedness here's secured shall become due whether by a cale ation or otherwise, 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 atlowed and included as additional indebtedness in the lecree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for atterneys frees, publications rests and costs (which may be estimated as to item to be expended after entry of the decire) of precuring all such abstracts of title title searches and expanded after entry of the decire) of precuring all such abstracts of title title searches and expanded after entry of the decire) of precuring all such abstracts of title title searches and expanded after entry of the decire) of precuring all such abstracts of the respect to title of successive entry of the node may down to be repossibly accessary entry to prosecute such suit or or vidence to holders at any sale which may be high pursuant to such decire the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentor of half become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 1.7.2 per cent per anama, when paid or incurred by Trustee or holders of the note of the note of the paragraph mentor of the note of the payable, with there of the note of the payable, with contents of the note of 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
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of prienty. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mantioned in the preceding paragraph hereof; second, all other terms which under the terms hereof constitute secured indebteness additional to that evidenced by the today with interest thereon as here a gravitotic 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 turns after the filting of a bill to foreshop this trust deed, the court in which such hill is filed may appear a reserver of said premises. Such appearance may be made either before or after sale, without potes, without regard to the solverey or fine keeps at the time of application

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for such receiver, of the person or persons, if any, hable 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 for 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 set and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tires and access thereto shall be permitted for that purpose.

o. crestee has no 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 herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gress noting the or misconduct or that of the agents or employees of Trustee, and it may require indemnities satis act by to it before exercising any power herein given.

9. Trustee ship release this 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 the of, 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 successor trustee, such successor trustee may accept as the genuine note herein described any note which hears a certificate of identification purporting to be executed by a prior trustee hereunder or why become in substance with the description herein contained 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 no secuted a certificate on any instrument identifying same as the note described herein, it may accept at the causine note herein described any note which may be presented and which conforms in substance, it is the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument it 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 Dods of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust in reunder shall have the identical title, powers and authority as are herein given Trustee, and any Tru tee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by Mellose Park National Rank, not personally at a Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee as aforesaid and said Mellose Park National. Bark hereby warrants that it possesses full power and authority of execute this instrument), and it is capressly understood and agreed that nothing herein or in said no e contained shall be construed as creating any liability on the said First Party or on anid Mellose Park National Bark personally to pay the said note or any interest that may accrue thereon, or any incelteeness accruing hereunder, or to perform any covenant either express or implied herein contained, all melhability, 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 Mellose Park National Eark 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. by action to enforce the personal liability of the guaranter, if any,

IN WITNESS WHEREOF, MELROSE PARK NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be expand by its.

President, and its corporate seal to be bere-Secretary, the day and year first above written.

unto affixed and attested by its 🗸 🌬 🌯 MELROSE PARK NATIONAL BANK 104 to 4 As Truster as afuresaid and not personally Latetant Vica 234 44 THE RESIDENCE OF THE PARTY OF T ATTEST Legistant

6000 Secretary \mathbb{Z}

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STATE OF ILLIN				
COUNTY OFCo	ok			
	I, the undersign	ed, a Nota	ry Public, in and for said	d County, in the State aforesaid, DO
	HEREBY CERTIFY, THAT Thomas P. Condon			
	A. Vice President of MELROSE PARK NATIONAL BANK, A National Banking Associatio and Barbara J. Karg , Ass't. Secretary said Bank, who are personally known to me to be the same persons whose names are subcrib			
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	appeared before me this said instrument as thei Bank as Trustee as al Ass't. Secretary the	s day in p rown free foresaid; i n and the	erson and acknowledged and voluntary act and a or the uses and purposi re acknowledged that he	ad _Ass't Secretary, respectively, that they signed and delivered the sthe free and voluntary act of said es therein set forth; and the said s/she as custodian of the corporate
E M. P.		nd as the t	ree and voluntary act of	k to said instrument us his/her own said Bank, as Trustee as aforesaid,
10 My 12	GIVEN under my hand and notarial seal, this16th			
Allo Maria	day of September , A.D., 19 75			
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