| 23 268 649 |
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| This Indenture, Made Detabar 17, 1975 between Roselle State Bank and Trust Company, a corporation organized and existing under the laws of the State of |
| 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 |
| delivered to said Bank in pursuance of a Trust Agreement dated 7/23/74 — and known as trust number |
| - 1746 herein referred to as "First Party," and PARK MATIONAL MARK OF CHICAGO, a Mational |
| Anking Aunc Dation meletred to as TRUSTEE, witnesseth: |
| THAT, WE'ENEAS First Party has concurrently herewith executed an instalment note bearing even date herewith by the PRINCIPAL SUM OF |
| MINERY-FIVE THOUSAND AN MOVIOU |
| made payable to BEAREK 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 an cifically described, the said principal sum in |
| instantinglis as follows: Jevel Hundred and ty-tho and 29/100 — Dollars |
| on the 17th day of November 19 75, and SEVEN HUNDRED THERTY-TWO AND DRIAGE |
| on the 1755 day of each and every conth thereafter, to and including the |
| - 17th day of _ October _ 1975 , with a final payment of the balance due on the - 17th |
| day of - Cotober - 19 70, with interest on the principal balance from time to time impaid at the rate |
| of 9-1/4 per cent per annum payable |
| Fach of said instalments of principal bearing interest after maturity of the hard and per annum, and all of said principal and interest being made payable at such banking house of aux company in Chicago |
| |
| 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 FARK MATICIAL BARK OF ONICAGOin said Gity. |
| NOW. THEREFORE, First Party to secure the payment of the said principal sum of money and aid interest in accordance with the terms, provisions and limitations of this trust see d, and also in conideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by hese presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the |
| ollowing described Real Estate situate, lying and being in the Village of Eurover/Fart Courty or |
| - 2005 - AND STATE OF ILLINOIS, to-with |
| nt fact of lives y. Unit ; Ennover Daudena first addition of part of Section 25, Torn- of the Derin, lange), hast of the Third Principal Meridian, in Gook County, Illinois served as follows: Commencing at a point on the North line of said Block 9, 674 for the street heart secret of said Block 9; 674 for the street section of the South at right angles, a distance of 0 feet to the South line of said Block, distance of 76 feet; there e South sugles, a distance of 170 feet to the Worth has of said Block; there e feet on the South line of said Block; a distance of 78 feet on the South line of said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 78 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; a distance of 88 feet on the said Block; and s |
| the phase of negiments. |

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

TOGETHER with all improvements, tenements, easements, fixtures, and apputtenances 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 othereson used to supply heat, gas, an conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and sentilation, 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 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 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 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 not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by hen or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory or derive 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. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the upon thereof; (6) refrain from making material alterations in said premises except as required by law. Annequal ordinance: (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and vpon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor: (8) pay no note, 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 matted against loss or damage by fire, lightning and extended coverage under policies providing for payment by the mattrance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay it full the indebtedness secured hereby, all in companies satisfactory to the holders of the holders of the note under hold rights to be evidenced by the standard mortgage clause to be attached to each policy and to cliv r all policies, including additional and renewal policies, to
- 2. The Trustee of the holders of the note hereby serged making any payment hereby authorized relating to taxes or assessments, may do to according to any fill, tatement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any fax, assessment, sale, forfeiture, tax lien or the circulation thereof.
- 3. At the option of the holders of the note and without notice to 30%. Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note of in this trust deed to the contrary, become due and payable. (a) immediately in the case of default in withing payment of any instalment of principal or interest on the note, or (b) in the even of the failure of this Party or as successors or assigns to do any of the things specifically see both in paragraph one hereof and such default shall continue for three days, said option to be exercised a any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due schether by acceleration of concissise, holders of the note of Trustee shall have the right to foreclose the hen hereof. In any suit to foreclose the hen hereof, there shall be allowed and included as additional indebtedness in the decree for alle all expendences which may be part of mentred by or on behalf of Trustee or holders of the note for attorness fees. Trustees fees, appraisers fees, outlays for documentary and expert evidence, stemographets' charges, publication cours and costs, exhich may be estimated as to items to be expended after entry of the decree of presenting all such abstracts of title, tale searches and examinations, guarantee policies. Forecos 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 prosesure such and on the ruste of holders at any sale which may be road pursuant to such decree the ruse condition of the title or to the sale of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured berefit and immediately due and passable, with inferest thereon at the rate of seven per cent per annum, when spand of amagried by Trustee or holders of the instead of them shall be a party, either as pisentiff, claumant or defendant, by reason of this trust deed or any indebtedness hereby secured or in preparations for the commencement of any suit for the forecommen hereof after a crust of such right to duelose whether or not actually commenced; or the security hereof, whether of not actually commenced.
- 5. The proceeds of any fractionare sale of the premises shall be distributed and applied in the following order of printity. First, on account of all costs and expenses incident to the forecleaure proceedings, including all such items as are mentioned matter preceding paragraph beread second, all other stems which under the terms hereof constitute secured indebtedness additional to that evidenced by the note. With interest thereon as herein provided shirth all principal and interest remaining unpaid on the note; fourth, any overplus to First Paris, its legal representatives or assigns, as their rights may appear
- 6. Upon, or at any time after the bling of a full to forestore this trust deed, the court in which full is filed may appears a receiver of said premises. Suit, appears you be made either before

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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 hereinder may be appointed as such receiver. Such receiver shall have power to collect the tents, 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 decay or any tax, special assessment or other lien which may be or become superior to the lien hereof or a such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale and deficiency.

- 7. Trust e 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 no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be abuyined 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 regligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities attisfactory to it before exercising any power herein given.
- 9. Trustee shall release this rust 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 role se hereof to and at the request of any person who shall, either before or after maturity thereof, product 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 sor trustee, such successor trustee may accept as the genuine note herein described any note which bear a certificate of identification purporting to be executed by a prior trustee hereunder or which conformed aubstance with the description herein contained of the note and which purports to be executed on beaut of First Party; and where the release is requested of the original trustee and it has never executed a conficate 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 Party.
- 10. Trustee may resign by instrument in writing feed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or feed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the courty 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 hereunder.
- Il. The mortgagor hereby waives any and all rights of rederion from sale under any order or decree of foreclosure of this Trust Deed, and its swm behalf and on behalf of each and every person except decree or jumpment creditors of the mortgagor, acquiring any interest in o. title to the premises subsequent to the date of this Trust Deed.

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 conferred upon and rested in it as such Trustee (and said ROSELLE STATE BANK AND TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said ROSELLE STATE BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness 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 ROSELLE STATE BANK AND TRUST COMPANY 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. 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.

SEAL

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

As Trustee as aforesaid and not personally.

By Accord College and not personally.

ATTEST

Assistant Secretary

Trust pifficer

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STATE OF ILLINOIS COUNTY OF DUPAGE

> Letha Lombardi a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ... Russell C. Shockey, Vice President and

. Trust Officer of the Roselle State Bank and Trust Company, and

.. Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Secretary, 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 uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he ..., as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his... own free and voluntary act and as the free and voluntary act of said Bank. as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th

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rower and lender, the note secured tified by the Trustee named lie ein For the protection of both the borby this Trust Deed should be idenbefore the Trust Deed is Sea for IMPORTANT

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1006.

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Sat. Lanal, Barking Association

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