23 303 618 536K This Indenture, Made November 18, 24 as "First Party," and CHICAGO TITLE AND TRUST COMPANY THAT, WHER AS First Party has -- STVENTY THREE THOUSAND FIVE HUNDRED AND 00/100--WOP'H BANK AND TRUST as follows: SIX HUNDRED EIGHTY FIVE ANT 12 100 plus 1/12th of the annual real estate Dollars taxes and any special assessments—1976—SIX HUNDRED EIGHTY FIVE AND 12/100 plus Dollars 1/12th of the annual real estate taxes and any special assessments—the lat day of each CONSECUPIVE MONTH thereafter until said note is fully 19.95. All such payments on account of the indebtedness evidenced by aid that to be first applied to interest on the unpaid principal balance and the remainder to orincipal; provided that the principal of each the fact unless paid when due shall bear interest at the rate of /d/d/y/het/k/t///THA aid all of said principal and interest ciny made payable at such banking house or trust in absence of such appointment, then at the office of WORTH BANK AND TRUST, 11 said Village Lot 18 in Ketelaar's Multiple Development No. 2, being a subdivision of part of the Southwest 1/4 of Section 26, Township 37 North, Range 13, East of the Third Principle Meridian, in Cook County, Illinois. GENE C. LODE This year the South

therein in thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlly 1), e is ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ins or b ds, swnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached the it or one, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its success 15 of assigns shall be considered as constituting part of the real estate.

TO HAVE (N) TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and the uses and true a Perein set forth.

IT IS FURTHER UN JEPSTOOD AND AGREED THAT:

- 1. Until the indebtedness ale said shall be fully paid, and in case of the failure of First Party, its successors or assigns to:

 (1) promptly repair, restore or refulld my buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said pre-miss it good condition and repair, without wasts 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 a lien or charge on the premises superior to the lien hereof, and _____, request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete with it a re-sonable time any buildings or buildings now or at any time in process of erection upon said premises; (3) comply with all req irements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations said orentiaes except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special axes special axes aspecial axes sever service charges, and other charges against the premises when due, and upon written tyur, it of turnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided y a vitute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or here feer it at set on premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by use it may not companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secure hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trust set or it seeds of the note, such rights to be evidenced by the standard mortrages clause to be attached to each policy; and o defi
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate profile of its without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeitu e, tax l' n or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or as a 23, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contra v, were no due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note or (t), in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph or bereof and such default shall continue for three days, said option to be exercised at any time after the expiration of asid three cay period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders (f. h. note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed: a discluded as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on beh. o. Trustee or holders of the note for attorneys' fees, Trustee's fees appraiser's fees, outlays for documentary and expert evidence, tengeraphers' charges, publication costs and costs (which may be estimated as to liens to be expended after entry of the decree) of cocuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurtive in the control of the composition of the sale of the composition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become upon additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of the hote in connection with (a) any proceeding, including probate and bandurely proceeding is, 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 accural of useh 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 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 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 societ, 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 accured hereby, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness are 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 times 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 except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may except for the intervention of such receiver would be entitled to collect such rents, issues and profits, and all other powers which may except for the intervention of such receiver would be entitled to collect such rents, iss

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Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that al, in cit does secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requery of a sy person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indefactors because the secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a stocessor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate or identification purporting to be executed by a prior trustee hereunder or which conforms 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 river executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note hereit des ribed 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.

III. At the op...

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Trust Deed shall, notwiths...

Trust Deed shall notwiths...

Trust Deed and without notice to the Mortga, an unpaid indebtedness secured by this Trust Deed shall, notwithstanding ar viting in the Note or in this Trust Deed to the contrary, become due and payable "mediately if the Mortgagor sells, conveys, executes an agreement to convey title, or further encumbers said premises; the acceptance of payments on said indeptedness shall not constitute a waiver of the right to demand immediate relayment until the Mortgagoe has been notified in writing of such sale, conveyants acceptance.

THIS TRUST DEED is executed by the Worth Bank and Trust _ not personally but as Trustee as aforesaid in the ear digit the power and authority conferred upon and vested in it as such Trustee (and said Worth Bank and Trust hereby warra is that it powerses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or not in the contained shall be construed as creating any liability on the said First Party or on said Worth Bank and Trust 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 wide by Trustee and hy every person now or hereafter claiming any right or accurity hereunder, and that so far as the First Party and its successors and said Worth Bank and Trust 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 premise 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 quarantor, if any.

IN WITNESS WHEREOF, Worth Bank and Trust , not personally but to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and and year first above written

STATE OF LILISONS COUNTY OF COOK I. Patti A. Have I. Patti A. Have I. Notary Public, in and for said County, in the State aforesaid, Do Herrary Craftery, that Kathleen J. Baldwin, Asst. Trust Officer of the Wurth Bunk and Trust, and John J. Mickevice, Asst. Cashier. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A. T.O., and Asst. Cashier respectively, scribed to the foregoing instrument as such A. T.O., and Asst. Cashier appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank. Said then and there as a foresaid, for the uses and purposes therein set forth, and the said Asst. Cashier and as the free and voluntary act of said Bank to said instrument as high-own free and voluntary act and as the free and voluntary act of said Bank to said instrument as high-own free and voluntary act and as the free and voluntary act of said Bank to said instrument as high-own free and voluntary act and as the free and voluntary act of said Bank to said instrument as high-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 November November November	
Nov 24 3 02 EV. 22 * 5 3 3 0 3 6 1 8	
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