

UNOFFICIAL COPY

Lots 10 and 11 and 48 in Block 1 in McReynolds' Subdivision of part of the East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

THIS DOCUMENT WAS PREPARED BY
Lawrence Ripes
9622 Franklin Avenue
Franklin Park, Illinois 60131

which, with the property hereinafter described, is referred to herein as the "premises."
ARTICLE I. THE PREMISES.
1. The Premises consist of all improvements, fixtures, furniture, and appurtenances thereto belonging, and all rent, issues and profits thereof for so long as the same shall remain in the possession of First Party, its successors or assigns, and shall include, but shall not be limited to, all fixtures and equipment, and during all such times as First Party, its successors or assigns, shall be entitled thereto which are pledged primarily and secondarily, with all real estate, and all fixtures and appurtenances thereto, to the trustee for the benefit of the lessors and lessees, and all apparatus, equipment or articles heretofore or hereinafter thereto used to supply heat, gas, water, illumination, light, power, refrigeration (whether single or multiple, central or controlled), and ventilation, including (without restricting the foregoing) all stoves, window shades, screen doors and windows, door locks, interior beds, awnings, stoves and water heaters; All of the foregoing, and all other parts of said real estate which, by actually leased thereto or otherwise, shall be considered as constituting part of the real estate, 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.

2. The Premises are to be held by First Party, its successors and assigns, forever, for the purposes, and upon the uses, and to its herein set forth.

2. The trustee or the holders of the note hereby secured, making any payment hereinafter authorized relating to taxes, assessments, or any bill, statement or estimate presented to them by any tax collector, auditor, or other authority, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, or other claim of title thereto.

3. At the option of the holders of the note and without notice to First Party, as provided in paragraph 1, notwithstanding anything in the note or in this trust deed to the contrary, becoming due and payable (a) immediately in the case of default in making payment of principal or interest on the note, or (b) 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 1, if such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

5. The proceeds of any insurance sale of the property shall be distributed and apportioned in the following order of priority: First, to account expenses incident to the removal of the fixtures; second, to the holder of the original mortgage or other lien, if any, in principal and interest; third, to the holder of the note, fourth, any surplus to First Party, to the holder of the certificates or assignee, as their right may appear.

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The holder 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, except during the period from January 1st to April 1st, inclusive, or during the period from July 1st to October 1st, inclusive, or during the period from January 1st to April 1st, inclusive, or during the period from July 1st to October 1st, inclusive, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or wanton conduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

4. Trustee may release this trust deed and the lots thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this instrument has been fully paid, and Trustee may execute and deliver a release hereunder and at the request of any person who shall enter before or after maturity thereof, pay to him and his assigns, that amount which he shall have paid, which represents the amount due on the note.

5. If Trustee dies, resigns, or becomes incapacitated, or if Trustee becomes insolvent, or if Trustee is removed, or if Trustee ceases to act, or if Trustee becomes bankrupt, or if Trustee is succeeded by another, such successor trustee may accept as the genuine note herein described any note which bears a certificate of authentication purporting to be executed by a prior trustee hereunder, which conforms in substance with the description herein contained of the note, and which is presented to the successor trustee, and which is substantially identical with 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.

6. Trustee may record the instrument of writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or recorded again, and in which the title to the property covered thereby is registered, and shall be entitled to all the rights and immunities which the law affords to recorders.

7. Any successor or trustee hereunder shall have the identical title, powers and authority as are herein given. Trustee and any trustee or successor shall be entitled to receive and compensation for all acts performed hereunder.

II. In addition to the monthly payments of principal and interest payable under the terms of the note, the mortgagors agree to pay to the holder of the note or the servicing agent when requested by the holder of the note or the servicing agent, such sum as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the note or the servicing agent); such sum to be held by the holder of the note or the servicing agent without any allowance for interest, for the payment of such premiums, taxes and special assessments, provided that such request whether or not complied with shall not be construed to affect the obligations of the mortgagors to pay such taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments, insurance premiums, etc. shall not be sufficient to pay the amounts necessary as they become due, then the mortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payments, such excess shall be credited on subsequent payments for these purposes to be made by mortgagors. 23 329 087

12. If said property, or any portion thereof, shall be sold, conveyed, or transferred without the written permission of the holder first had and obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

RECEIVED
Clerk's Office

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11. See attached Recital and specifications made a part hereof.

This TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument); and it is expressly understood and agreed that nothing herein contained shall be construed to give the La Salle National Bank, or any of its officers, agents or employees, any power or right to give, or hold, or collect, any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied that may be contained, all such being, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right in security hereunder, and that all rights of the First Party and its successors and the La Salle National Bank pertaining to any indebtedness or interest contained in this instrument, shall be held by the La Salle National Bank, and the La Salle National Bank, or any of its officers, agents or employees, may freely employ for the payment thereof, by the enforcement of the lien hereby created, or otherwise, and in aid thereof, provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, THE LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, aforesaid as aforesaid and not personally,
By *[Signature]* ASSISTANT VICE PRESIDENT
APPROVED *[Signature]* ASSISTANT SECRETARY
Duly Performed

STATE OF ILLINOIS, ss.
COUNTY OF COOK, ss.

I, a citizen of this state and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Assistant Vice President of the LA SALLE NATIONAL BANK, and

General Manager, and the other officers whose names are subscribed to the foregoing instrument as such Assistant Vice President, 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 that the Assistant Vice President and the other officers whose names are subscribed to the foregoing instrument as such Assistant Vice President, 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.

Given under my hand and notarial seal, this 12th day of December, 1975.



IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN
IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO FILE # 123456789, Trustee

BY *[Signature]* Assistant Vice President

* 23329087

COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 18 '75 12 48 PM

Box **TRUST DEED**

LaSalle National Bank

Attn:

TO

Trust

LaSalle National Bank
115 South La Salle Street
CHICAGO

Mr. ADAM M. KLEIN
RECEIVES COPIES

MAIL TO:
ADAM M. KLEIN
Attorney at Law
115 Franklin Avenue
Franklin Park, Illinois 60131
J.D. 53

1200 6622

END OF RECORDED DOCUMENT