

THIS DOCUMENT WAS PREPARED BY: ANN N. BELL
50 S. LINCOLN STREET, HINSDALE, ILLINOIS

24 400 592

TATCO

APR 13 66-16-489W

This Indenture, Made APRIL 4, 1978, between WESTERN NATIONAL BANK OF CHICAGO, a National Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated AUGUST 25, 1958 and known as trust number 1949 herein referred to as "First Party," and CHICAGO TITLE INSURANCE COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed on: (1) principal notes bearing even date herewith in the total principal sum of EIGHTY THREE THOUSAND AND NO/100ths (\$83,000.00) made payable to BEARER and delivered, said principal notes being in the amounts and maturing as follows: EIGHTY THREE THOUSAND and No/100ths shall be due, if not sooner paid, APRIL 4, 1979.

12.00

in and by which said notes the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sums so evidenced by said notes with interest thereon of 12 per centum per annum, payable quarterly, or the 4th day of July, October 9 per centum per annum, payable quarterly, or the 4th day of July, October January and of April in each year, which said several installments of interest until the maturity of the respective notes are further evidenced by no interest coupons of even date herewith; all of said principal and interest bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in HINSDALE, Illinois, as the holders of the notes may, from time to time, in writing appoint, and in absence of such appointment, then at the office of THE FIRST NATIONAL BANK OF HINSDALE in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE West 225 feet of Lot 6 (except the South .04 feet and except the North 14.92 feet) in Block 3 in Highlands, a Subdivision of The North West Quarter and the West 800 feet of the North 144 feet of the South West Quarter of Section 7, Township 38 North, Range 12. East of the Third Principal Meridian in Cook County, Illinois.

24 400 592

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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto

BOX 533

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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth and for the equal security of the said principal notes hereinabove described, and the interest coupons thereto attached, without preference or priority of any one of said principal notes and the interest coupons thereto attached over any of the others by reason of priority of time of maturity or of the negotiation thereof or otherwise:

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 24400592

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 a lien 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 notes; (4) complete within a reasonable time any buildings 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 use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal 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 upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (8) pay in full 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 against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the notes or of any of them, may, but need not, make any payment or perform any act heretofore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 10 per cent per annum. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the notes 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 public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the principal notes or of any of them, and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the principal notes or interest coupons or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days either, in the payment of any interest coupon, or 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 one hereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes and interest coupons or of any of them or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien 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 or of any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items 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 as Trustee or holders of the notes or of any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 10 per cent per annum, when paid or incurred by Trustee or holders of the notes or of any of them, in connection with (a) any proceeding, including probate and bankruptcy proceedings, 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 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 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 constitute secured indebtedness additional to that evidenced by the principal notes and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes or interest coupons; fourth, any overplus to First Party, their heirs, 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 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 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 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 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 sale and deficiency.

7. Trustee or the holders of the notes or any of them shall have the right to inspect the premises at all reasonable times and access thereto 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 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 gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall 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 hereon to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal notes (with or without the coupons evidencing interest thereon), 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 successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear a certificate of identification purporting to be executed by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport 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 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.

24400592

THIS TRUST DEED is executed by the WESTERN NATIONAL BANK OF CICERO, 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 said WESTERN NAT'L BK OF CICERO 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 principal notes or interest coupons contained shall be construed as creating any liability on the said First Party or on said WESTERN NAT'L BK OF CICERO personally to pay the said principal notes 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 WESTERN NAT'L BK OF CICERO personally are concerned, the legal holder or holders of said principal notes and interest coupons 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 principal notes provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, WESTERN NAT'L BK OF CICERO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

WESTERN NATIONAL BANK OF CICERO
As Trustee as aforesaid and not personally,

By Charles Malden
CHARLES MALDEN Vice President

ATTEST Otto J. Nerad
Assistant Secretary

OTTO J. NERAD

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF Cook

APR 13 9 00 AM '78

*24400592

I, PATRICIA LULLO
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that CHARLES MALLEN,

Vice-President of the WESTERN NATIONAL BANK OF CICERO

and OTTO J. NERAD, Assistant Secretary
of said Company, who are personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such Vice-President, and
Assistant Secretary, respectively, appeared before me this day in person and ac-
knowledged that they signed and delivered the said instrument as their own free
and voluntary act and as the free and voluntary act of said Company, 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 Company, did affix the corporate seal of said Company to said instru-
ment as his own free and voluntary act and as the free and voluntary act of
said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th

day of April

A. D. 1978

MY COMMISSION EXPIRES 10/18/81

Notary Public

**AFTER RECORDING
MAIL THIS INSTRUMENT TO**

NAME _____

ADDRESS _____

CITY _____

DATE _____ INITIALS _____

IMPORTANT

For the protection of both the bor-
rower and lender, the principal note
secured by this Trust Deed should be
identified by the Trustee named here-
in before the Trust Deed is filed for
record.

The Principal notes mentioned in the with-
in Trust Deed have been identified herewith
under Identification No. 625261 as
Chicago Title & Trust Co., Trustee

Patricia Lullo Trustee.
Assistant Secretary

Box _____

TRUST DEED

Chicago Title and Trust Company
as Trustee
To

Trustee

Chicago Title and Trust Company
111 West Washington Street
Chicago 2

FORM 310 IN 11-34 L. P.



END OF RECORDED DOCUMENT