

TRUST DEED

24 581 432

Form 941b 8-1-60

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 20, 1978, between La Grange State Bank an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Corporation in pursuance of a Trust Agreement dated September 28, 1976 and known as Trust number 4056 herein referred to as "First Party," and

BANK OF LYONS

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Fifty Thousand and NO/100 (\$50,000.00)

Dollars,

made payable to BEARER

and delivered, in and by which Note 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 sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of

9 1/2 per cent per annum in instalments as follows: Four Hundred Fifty Four and 36/100 or more (\$454.36)

Dollars on the 15th day of January 19 79 and Four Hundred Fifty Four and 36/100 or more (\$454.36)

Dollars on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of December 1980

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of nine and one-half per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Lyons Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of BANK OF LYONS 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, convey, 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:

Lot 3 in Los Palos Phase I being a subdivision of part of the Northwest 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument was prepared by: Mary E. Lisiecki, 8601 W. Ogden Ave., Lyons, Illinois 60534



In addition to the above mentioned amounts, amounts equal to 1/12th the annual real estate taxes and 1/12th the annual insurance premium are to be deposited monthly into escrow accounts to pay these taxes and insurance when they may fall due.

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, indoor beds, awnings, stoves 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.

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.

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 improvement 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 liens 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 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 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 note duplicate receipts therefor; (8) pay in full amounts now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms 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 note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the

DELIVERY INSTRUCTIONS: NAME BANK OF LYONS, STREET 8601 West Ogden Ave., CITY Lyons, Illinois 60534

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

9646 Wooded Path, Palos Hills, Illinois

BOX 533

AUG 14 66 49 047W Property

24 581 432

holders of the note, 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 note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; that the Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 thereon, or defend 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 note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each year 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 seven per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 14 9 AM '78

Madison R. Wilson
RECORDER OF DEEDS
*24581432

THIS TRUST DEED is executed by the ~~trustee~~ 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 ~~trustee~~ 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 or to be construed as creating any liability on the said first party or on said ~~trustee~~ personally to pay the said note or any interest 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 Bank's officers, agents, Illinois-employees 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 set forth, and no provision or by action to enforce the personal liability of the guarantor, if any.

*LaGrange State Bank
LaGrange, Illinois

By *[Signature]*
Attest *[Signature]*
Trust Officer

I, the undersigned, H. J. BROWN, a Notary Public in and for said County, in the State of Illinois, do hereby certify that *[Signature]* Vice-President and Secretary of La Grange State Bank, a national banking association, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument as such *[Signature]* and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

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 BEFORE THE TRUST DEED
IS FILED FOR RECORD.

RECORDED DOCUMENT