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First Purchase Money Mortgage No.HTP-86-THIS INDENTURE, Made December 2, 1976

THIS INDENTURE, Made December 2, 1978 19, between Elmhurst National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed of Deeds in Trust

duly recorded and delivered to said Association in pursuance of a Trust Agreement dated

19 70, and known as Trust Number

3019

herein referred to as

"First Party" and Elminurst National Bank, Elmhurst, Illinois, herein reserved to as Trustee, witnesseth:

THAT, WI ENEAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principa sum of \$29,000.00

Twen v nine thousand and no /100 - - - - - - - - - DOLLARS

made payable to BEARER

and delivered, in and by which said Note the First Larty promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specific ly described, the said principal sum and interest on the principal balance from time to time unpaid at the rate of per cent perannum in installments as follows:

Pre part = by

R.H. LAUX 102 = NOLTH AVE ADDISON-ILL 6010

XXXXXXXXXXXXX

The latter with a final payment of the balance due

or before

nd day of December 1979

, if not sooner paid

all such payments on account of the indebtedness evidenced by said note to h, f', a' applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of said installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said p' cipal and interest being made

payable at such banking house or trust company in the city of the holders of the note may, from time to time, in writing appoint, and in absence of sich appointment, then at

the office of ELMHURST NATIONAL BANK in Elmhurst, Illinois.

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 consider not of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents glant remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Eslate stuate, lying

and being in the

Village of Streamwood,

County of Coo

and State of Ill nois, to wit:

Lot 86 (except the South 166.76 feet of Lot 86 as measured along the West line) thereo, being a Subdivision of part of Sections 22 and 23, Township 41 North, Range 9, East of the Third Principal Meridian, as shwon on Plat recorded February 13, 1963 as Document 18,718,416; in Cook County, Illinois.

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 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. I of the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors of and incident the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors of and incident the premises with may become damaged or be destroyed; (2) keep said premises in good condition and repair, without vaster and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay vinen due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and to incident within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply in the life quite ments of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from the king material alterations in said premises except as required by law or municipal ordinance; (7) pay before any renal' attaches all general taxes, and pay special assessments, water charges, sewer service charges, and the charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note of pil' late receipts therefor; (8) pay in full under protest in the manner provided by statue, any tax or assessment which hirs. Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premise. Assured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance opanies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebt due secured hereby, all in companies satisfactory to the holders of the note, such rights to be evidenced by the standard monegage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to 'olde s of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior of the respectiv
- 2. The Trustee or the holders of the note hereby secured making ε by payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate ε by cured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or in othe validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- At the option of the holders of the note and without notice to First Party, its encessors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the nc e or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making pay tent of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successor or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or oth rwise holders of the note 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 explose so which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustees fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (Alich provide estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, searc'es a dexaminations, guarantee policies, Torrens certificates, and similar data and assurance with respect to title as Trust eor holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bioler for 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 of this paragraph mentioned shall become so much additional indebtednes secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note 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 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 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 pend-ency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there by 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 lace me in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree forec os not 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 c^- r. Polders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall by per mitted for that purpose.
- 8. Trustee has not du y o examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust d ed 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 remains and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness seet ed by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of may person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note represent of the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without nquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note \(\frac{1}{16}\). 'described any note which bears a certificate of identification purporting to be executed by a prior Trustee here ind r or which conforms in substance with the description herein contained of the note and which purports to be executed. In behalf of First Party; and where the release is requested of the original trustee and it has never executed a cert fice is on any instrument identifying same as the note described herein, it may accept as the genuine note herein described may 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 filed it 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 for estimated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and any trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the Elmhurst National Bank, not personally but as Truste as oforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Elmhur.t National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is copressly 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 Elmhurst National Bank personally to pay the said note or any interest that my acc ue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied he ein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming my right or security hereunder, and that so far as the First Party and its successors and said Elmhurst National war apersonally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accounting 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, Elmhurst National Bank, 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.

Vice Presi

/// Assistant Secretar

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY OF DU PAGE DEC--7-73 185305 I, the undersigned a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that GIVEN under my hand and notarial seal, this Ox Coof The Installment Note mentioned in the within Trust Deed has been identified herewith and lender, the principal note secured by this Trust Deed should be identified For the protection of both the borrower IMPORTANT under Identification No. ICH ALV TO LAUX Elmhurst National Bank

END OF RECORDED DOCUMEN