	24 771 792 1400			
5/8	This Indenture, Made December 12 19 78, between National Bank of Austin,			
(v)	a National Banking Association, Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in			
3	trust duly eco led and delivered to said Bank in pursuance of a Trust Agreement dated - November 30, 1978 and			
00	known as trust "mber — 5901 — herein referred to as "First Party," and PARK NATIONAL BANK OF			
NS 12813	CHICAGO, a lavional Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth:			
0,	THAT, WILRFAS First Party has concurrently herewith executed an instalment note bearing even date herewith			
<	in the PRINCIPAL SUM O.			
	FORTY THOUSAND AND FO/7 0 DOLLARS,			
	made payable to BEARER and delivered, in and by which said Note the First Party nomises to pay out of that portion of the trust estate subject to said Trust Agreement and			
	hereinafter specifically described, the s id r incipal sum and interest on the			
	balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in instalments as follows:			
	THREE HUNDRED FIFTY SIX AND 46/100 DOLLARS			
	on the _ lst day of _ February _ 1979 and THREE HUNDRED FIFTY SIX AND 46/100 DOLLARS			
	on the lst day of each _ and ever / minththereafter until said note is fully paid except			
	that the final payment of principal and interest, if not soo er paid, shall be due on the - 1st - day of - January			
	+02004. All such payments on account of the indebtedness encoded 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 seven per cent per annum, and all of sai prin ipal and interest being made payable at such banking			
	house or trust company in Chicago Illin is, 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 PARK NATIONAL BANK OF CHICAGO, a			
	National Banking Association —— 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 the City of Chicago —			
	COUNTY OF - Cook - AND STATE O'ILLINOIS, to wit:			
	The North 30 feet of the North 60 feet of the South 90 feet i			
	The same of the sa			

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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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the v et 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) promptive provers for 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 the premises superior to the lien hereof; (2) pay when due any indebtedness which may be secured by a lien or charge or the premises superior to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge or the premises superior to the lien hereof; (4) complete within a reasonable time any buildings now or at any time in process of prection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises at 1 the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the lote duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which Fi = f do not any desire to contest; (9) keep all buildings and improvements now or hereaftee situated on said premises insured against 'ss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient lithe, to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies s tisfac. ory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the later of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all polic es, i leuding additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliv
- 2. The Trustee or the holders of the note hereby secured making any payr ant hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the armopriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, so forfeiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its success is or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust did to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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 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 occured shall become due whether by acceleration or otherwise, ho is 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 all wed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incu red by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary a doctopy 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 note may deem to be reasonably necessary either the 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 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 bankruptey 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 t : person or persons, if any, liable for the payment

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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 reads, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, duing, the full statutory period of redemption, whether there be 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 prof. is, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and per tion of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net acc me in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trist deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provide . we happlication is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- Trustee or the he dere of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for t'at 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 exe cise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions herein er 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 hereof to and at the request of any person who shal, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby so are a has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a succe sor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein continued of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original crust sand it has never executed a certificate on any instrument identifying same as 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 he win contained of the note and which purports to be executed
- 10. Trustee may resign by instrument in writing filed in the office of an Recorder of Deeds or Registrar of Titles of the County in which this instrument shall have been recorded or filed. In this of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situatal shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as ar herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunde.

TRUST DEED DATED December 12, 1978

RIDER ATTACHED HERRTO AND MADE PART HERROY

11. Mortgagor(s) further agree that upon default in the payment (finy of the said instalments or of any of the obligations evidenced by the note secured by the first Deed, or of any of the covenants or agreements stipulated in this Trust Deed, we/I shall pe, interest at the rate of - 10.5 - per cent per annum, or such statutory rate in effect at the time of execution, upon the total indebtedness so long as said default shall continue and further gree that upon such default the principal sum above mentioned, or such part thereof as may by uppaid, and any advances made by the Holders of the Note, together with interest as aforesaid, shall, at the option of the Holders of the Note become immediately due and payable, without notice, anything hereinbefore contained to the contrary notwithstanding.

12. Said party(s) of the first part further covenant and agree to deposit with the Trustee or the legal Holder of the within mentioned note on the 1st day of each and every acceptable of the state taxes next accruing against said premises computed on the about of last ascertainable real estate taxes next accruing against said premises computed on the about of last ascertainable real estate taxes next accruing against said premises computed on the about of last ascertainable real estate taxes and one-twelfth (1/12th) of the annual insurance premium, such sums to be held in a non-interest bearing account by the Trustee or the Legal Holder of the Note, to pay the general real estate taxes levied against said premises, and insurance premiums as and when the same become due and payable.

13. In the event of a Sale or Conveyance of the property described herein, the entire balance remaining unpaid on this mortgage shall become due and payable immediately at option of the Rollier of the Note.

as aforesaid, and not personally

Mary I Spolder. Assft Coshien

THIS TRUST DEED is executed by the National Bank of Austin, not personally but as Trustee at afecesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said National Bank of Austin, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly unstand and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Fary or on said National Bank of Austin personally to pay the said note or any interest that may accure thereon, or any indipleding expression of the said First Fary or on said National Bank of Austin personally to pay the said note or any interest that may accure thereon, or any indipleding expression of the said First Farty and the successors and said National Bank of Austin personally are concerned, the legal holder or holder, of said note and the owner or owners of any indebtedness accuring 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.

action to chiefee the personal habitity of the guardinary in any				
IN WITNESS WHEREOF, National Bank of Austin, not personally but as Trustee as aforesaid, has caused these	`			
presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its				
Secretary, and Trust Officer Cashier, the day and year first above written.				
NATIONAL BANK OF AUSTIN As Trustee as aforesaid and not personally  By Trustee August 11 11 11 11 11 11 11 11 11 11 11 11 11	24 77			
Secretary and Trust Officer  A Set Cashier	3			

Property of County Clerk's Office

This Trust Deed is executed by the National Bank of Austin, not personally but solely as Trustee under the terms of that certain Trust Agreement dated 11/30/78 identified as trust number 5901 in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said National Bank of Austin hereby warrents that it possesses full power and authority to execute this Trust Deed. ...), and it is expressly understood and agreements therein made, are made and intended not accessed as a rich and artiskings and agreements berein made, are made and intended not accessed in indertakings and agreements of the Trustee, or for the purpose of binding the Trustee Personally, but this Trust Deed.

Is executed and delivered by the Trustee, solely in the chercite of the powers conferred upon a satisfication of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Beneficiaries and by all persons claiming by, through or under said Beneficiaries Trust Deed

a Notary Public, in and for said County, in banking association, and Cashier of said to the foregoing instrument as such Cashier, respectant delivered the said instrument as their own uses and purpose; therein set forth; and the then and there knowledge that he, as custo Bank to said instrument, as had own free and purposes therein so forth.	d Bank, personally known to me to be the san ctively, appeared before me this day in person free and voluntary act and as the free and a said	USTIN, Chicago, Illinois, a national  Secretary and Trust Officer ne persons whose names are subscribed  Secretary and Trust on and acknowledged that they signed it voluntary act of said Bank, for the trust.  Cashier, did also affix the said corporate seal of said y act of said Bank, for the uses and  al seal this  A. D. 19
AFTER RECORDING MAIL THIS INSTRUMENT  NAME  ADDRESS  CITY  DATE  11	IMPORTAN For the protection of bot, the bor- rower and lenger, th. note secured by this Trust D.ec., frond be iden- field by the Trust.	TIN n Trust Deed ha under identification PARK GATIONAL BA
BOX 480  TERUST DETERM  National Bank of Austin as Trustee  To  PARK NATIONAL BANK OF CHICAGO  National Banking Association  Trustee	PROPERTY ADDRESS 6040 South Kenneth Street Chicago, Tilinois	Mational BANK of AUS