TRUST DEED

ATE FOR RECORDERS USE ONLY

ACCOUNT NO.

THIS INDENTURE, made December 19, 117 in is

THIS INDEXTURE, made Cook Cook (And State of COMMERCIAL BANK, an Illinois Banking Corporation, its successors and assigns, herein referred to as "Mortgagors" and THE FIRST COMMERCIAL BANK, an Illinois Banking Corporation, its successors and assigns, herein referred to as "Trustee", witnesseth: THAT, WHEREAS, the Mortgagors are indebted to tiell gr holder or holders of the Note hereinafter described in the principal

sum of Fifteen thousand dollars and no ce '(\$15,000.00)

Said Note of the Mortgagors identified by the above accour number, made payable to the order of and delivered, in and by which said Note the Mortgagors promise to pay the said principal am as provided therein from time to time unit said Note is fully paid, provided that upon default in the prompt payment of a y instalment all remaining instalments shall become due and payable and shall bear interest at 7% per annum, and all cf said principal and interest being made payable at the Banking House of THE FIRST COMMERCIAL BANK in Chicago, Illin is unless and until otherwise designated by the legal holder of said note.

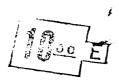
NOW. THEREFORE, the Mortgagors to accure the payment of the said principal sum of money. Ideal is recent in accordance with the terms, provisions and limitations of this trust deed-and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed. J. by these presents CONEY and WARRANT unto the Trustee, its successors and sasigns, the following described Real Estate and all of their estate, right, title and interest therein, situated the first of Glenview, County of Cook and State of Unions, to write.

Lot 2 in Diederich's Subdivision, being a subdivision of part of Lot 17 in Assessor's Division of the East Half of Section 36, Touchip 42 North, Range 12, East of the Third Principal Meridian in Look Commun, Illinois.

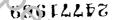
THIS INSTRUMENT WAS PREPARED BY: Ms. Barbara Mc Cluskey The First Commercial Bank 6945 N. Clark Street Chicago, Illinois 60626

1978 DEC 20 Nº 9 19

DEC-20-73 191537



COUNTY OF COOK



## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO OF

KSE SIDE OF THIS TRUST DEED:

- 1. Mortgagors shall (1) promptly repai, "nore or rebuild any buildings or improvements now or hereafter on this remises which may become damaged or be destroyed; (2) keep sair thinks in good condition and repair, with "wate, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtredues which may be secured by a lien or charge on the premiss and the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (4) complete within a reasonable time ar / but ling 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 I were (5). "Ask no material alternations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all neral taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to True ee or to horse of the nute duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor, may exist to contract.
- 3. Mortgagors shall keep all buildings and improvements n w or he cafter 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 note, under insurance policies payable, in case or 1/5 or damage, to Truster for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including a ditional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 5. The Trustee or the holders of the note hereby secured making any payment hereb, 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, source of estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the one or Trustee shall have the right to foreclose the line hereof, the results be allowed and included as additional indebtedness in the decree for season and the same of th
- B. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on tend 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 riv. ereof constitue, 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; four, only objects the body of the process of th
- - 11. Trustee 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.
- 12. 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 potent error premises any potent error between the terms hereof, nor be liable for any acts or omissions between the premises, 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.
- 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon prevantation of satisfactory evidence that all indebtedness secured by this trust deed has been to paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note. Prevanting that all indebtedness hereby secured has been paid, which representation Trustee may accept as the required of the original or a successor trustee, such trustee may accept as the genuine note herein described any note which conforms in substance with the description herein contained of the note and which purports to be executed by the persons been designed as the makers thereof.
- 14. Trustre 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 as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunders.
- 15. This Trust Deed and all provisions berreef, shall extend to and be binding upon Murrigagors and all persons claiming under or through Murrigagors, and the world "Murrigagors" when used

DELIVERY INSTRUCTIONS

MAIL TO

THE FIRST COMMERCIAL BANK

CLARK AT MORSE

CHICAGO, ILLINOIS 60626

STREET ADDRESS OF PROPERTY DESCRIBED HEREIN

END OF RECORDED DOCUMENT