UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

RECONCERTOR DEEDS

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THIS INDENTURE, Made December 22 19 78, between Maywood-Proviso State Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank, in pursuance of a Trust Agreement dated May 26, 1977 and known as trust number 4341, herein referred to as "First Party," and Bank of Commerce in Berkeley

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 Forty-Seven Thousand ----- Dollars,

r ade payable to BEARER and celivered, in and by which said Note the First Party promises to pay out of that portion of the trust extende subject to said Trust Agreement and hereinafter specifically described, and the co-makers thereof personally promise to pay, the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of

9 3/4 per cent per annum in instalments as follows: Four Hundred Nineteen or more

Dollars on the 1st day of March 1979 and Four Hundred Nineteen or more

Dollars on the 1-1 tay 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 1st day of February 12004 All such payments on acount 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 the per cent per annum, and all of said principal and interest being made payable at such b, no house or trust company in Berkelekinois, as the holders of the note may, from time to time, in writing a point, and in absence of such appointment, then at the office of Bank of Commerce in said City,

may, from time to time, in writing a point, and in absence of such appointment, then at the office of may, from time to time, in writing a point, and in absence of such appointment, then at the office of may, from time to time, in writing a point, and in absence of such appointment, then at the office of may, from time to time, in writing a point, and in absence of such appointment, then at the office of in said City,

NOW. THEREFORE, First Party to secure the as nent of the sum of money and said interest in accordance with the terms, provisions and fill in the country of the sum of the sum of the pollar in hand paid, the freelpt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto be rusted, 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 East 65 feet of Lot Twelve (12) in Block Four (4) in Wolf Road Highlands, being Robertson and Torng's Subdivision in Section Seven (7) Township Thirty-Nine (39) North, Reice Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

which with the property beternatter described is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances threto belonging, and all ren's ize 'n', id profits thereof for so ion; and the secondarily), and all apparatus, equipment or, articles now or hereafter therein or thereon used to supply 's at, is, all conditioning, water, light, power, refrigeration (whether single units or centrally centrolled), and ventilous, including (without restrictly & 'n' oregoing), screens, window shades, storm doors and windows, floor coverings, major beds, swifting, stoves and water heaters. All of the foregoing e's diared to be a part premises by Plast Party or its successors or assigns shall be conditiered as constituting part of the real estate.

It is not the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefore, (8) pay in requirements of the first permises when the premises of the premises in good condition and repair, without waste, and free from mechanics or other lieux or claims for lieu not expressly subordinated to the lieux hereoft in good condition and repair, without waste, and free from mechanics or other lieux or claims for lieu not expressly subordinated to the lieux hereoft in the process of the premises of the premises of the premises of the discharge of such prior lieu 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) ferfant from making material alterations in said premises except as required by law or municipal ordinances of 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 under proteix in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage, but questions to desire the providing for payment by all the promoters and the building of the protein desired transfer or desired to the benefit of the renormal provided for the benefit of the providing for the manner transfer or desired the building of the insurance provided for the benefit of the renormal provided for the second contents and the providing for payment.

D NAME

Bank of Commerce

E STREET 5500 St. Charles Road

L Berkeley, Illinois 60163

I CITY

V E THIS PLANTAGE TOWN AND E."
R
Y INSTRUCTIONS TOWN AND TOW

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

5636 Bohlander

Berkeley, Illinois

The principal of each such installment unless paid when due shall bear interest after maturib at the maximum rate permitted by law. 1000

holders of the note, such rights to be evidenced by the standard mortgage clause to be statemed 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 energial policies respective to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment policies or payment of the properties of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any, and purchase, discharge, compromise or actile any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting additional contents any tax or assessment. All moneys paid for any of the purchase are contents any tax and are represented in the content and the properties or content any tax or assessment. All moneys paid for any of the purchase herein adult provides any of the purchase and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herefor authorite the terms of the rate of seven per cent per annum. Inaction 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.

2. The Trustee or the holders of the note 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 estimation 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 note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust need shall, notwithstanting anything in the note or in this trust deed to the contrary become due and payable (se immediately in the case of default, notwithstanting anything in the note or in this trust deed to the contrary to become due and payable (se immediately in the case of default or only 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 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

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lies hereof. In any suit to foreclose the lies hereof, then hereof, then hereof, then 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 for attorneys feet. Trustee's feet on the control of the sale of the

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 cores and expenses inclined in the preceding, sarging the report second, all other items which under the receding 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 prorights 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 and premiers, such appointment may be made either before or after sale, without notice, without regard to the silvency or unablency of the time of application that the property of the premiers of the property of the premiers of the present of the premiers of the premiers of the present of the p

a. Inside has no duty to examine the tille, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed of the trust of the premises are not present or the premise and present of the trust of the same of the premise of the same of the premise of the same of the premise of the premise

The set all release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness are considered as a considered and a considered as a considered

10. Trustee may reat a 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 "a, alico, 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 T ist. A by Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. In the country of the property of the state o

13. In addition to the pay nests called for herein on account of principal and interest the undersigned shall deposit monthly with the holder of those a sum equal to ancherefifth. The about requirement for real estate taxes and insurance premiums. At all times there shall be on deposit a sum equal to all account real estate taxes and in order premiums.

THIS TRUST DEED is executed by Maywood-Proviso State Bank, not or only but an Trustee an aforemed in the exercise of the power and authority conferred upon and vested in it as such Trustee and and Maywood-Proviso State Bank, hereby warrants that it possesses full power and authority to execute this informment and it is estimated as creating any limbility on the suffering terms of the state of the provision State Bank to pay the said one in it is all contained and Maywood-Proviso State Bank to pay the said one of the said first Parry or on said Maywood-Proviso State Bank to pay the said one of the said of the sa

sywood-Proviso State Bank, not personally but as T ustee as a present, has caused these presents to be signed by its Vic to be hereunto affixed and attested by its Assistant peretary the day and year first above written.

MAYWOOD-PROVISO STATE BANK AS I rustee as aforesaid and not personally,

By

VICE PRESIDENT

STATE OF ILLINOIS
STATE OF ILLINOIS
SOURCE OF ILLINOIS OF ILLI

DO HERBBY CERTIFY, that

Nancy K. Kelley

Vice President of the Maywood-Proviso State Bank, and

Diane M. Rozek

istant Secretary of said Bank, who are personally known to me to be the same perso

going instrument as such Vice President, and Assistant Secretary, respectively, appear

Assistant Secretary of and Bank, who fee personally known to me to be the same persons woose fames are subscribed to the foregoing instrument as such vice President, and Assistant Secretary, respectively, appeared before this day in person and ocknowledged that they samed and delivered the said instrument as their own free and voluntary as and as the free and voluntary such as the foreign and assistant Secretary. Secretary, and person the first person and desistant Secretary and purposes therein set forth, and to said assistant Secretary. Secretary and the secretary set of said Bank to said instrument as said Assistant Secretary's own free and voluntary and as a fee and voluntary set of said Bank, as Traise as aforesaid, for the uses and currences to the said as t

Given under my hand and Nevario Send this 27th darfet Degember, 19-71

I M P O B T A N T
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. herewith under Identification No. 900669

Bank of Commerce in Berkeley

Truste

END OF RECORDED DOCUMENT

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