NT 134182 00.3 10CC

24946678

This Indenture, Made

April 30,

1979 , between

First Nation 1 Bank of Evergreen Park, a National Banking Association, 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 January 4, 1979

and known as trust number

5056

herein referred to as "F. st Party," and FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE witnesseth:

THAT, WHEREAS Fir & Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL OF N OF

FIFTY SIX THOUSAND AND NO/100

(\$56,000.00)

DOLLARS.

made payable to BEARER

and delivered, in and by which said Note the First Party promise, 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

on the balance of principal remaining from time to time unpaid at the rate

of 9 3/4per cent per annum in installments as follows: FOUR HUNDRED NINTY NINE AND 05/100 DOLLARS

on the 15th day of June

19 79 and FOUR HUNDRED NINTY NINE AND 05/100

on the 15th day of each and every 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

30th day of April 19 2004 All such paymens of 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 installment unless paid the new due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at

such banking house or trust company in EVERGREEN PARK Illians, 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 FIRST NATIONAL BANK OF EVERGREEN PARK

in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sun. 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 also grant, the following described Real Estate situate, lying and being in the

COUNTY OF

COOR

AND STATE OF ILLINOIS, to-wit.

Lots 36 and 37 in Block 8 in A. G. Briggs and Company's Crawford Gardens being a subdivision of the North West quarter of the North West quarter of Section 11, Township 37 North, Range 13, East of the Third Prinicpal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY
First National Bank of Evergreen Park
2010 W. 95th 67.
EVERGREEN PARK, ILLINOIS 69642
DEAN LAWRENCE

which, with the property neremafter 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, in-a-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

VA 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 successor or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now Or or hereafter or. In 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 lien O not expressly subor nated 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 discine ge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any to iliding or buildings now or at any time in process of erection upon said premises; (5) comply with a 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, was or carges, sewer service charges, and other charges against the premises when due, and upon written requer, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in 'ne manner provided by statute, any tax or assessment which First Party may desire to contest; (9) ke p all buildings and improvements now or hereafter situated on said premises insured against loss or dain-ye by fire, lightning or windstorm under policies providing for payment by the insurance companies of mneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the index each pass secured hereby, all in companies satisfactory to the holders of the note, under insurance about to expire, v. deliver renewal policies, to holders of the note, under insurance about to expire, v. deliver renewal policies, to holders of the note, such rights 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 estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim a ereof.
- 3. At the option of the holders of the note and without notice to First Party, it secessors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of a fault 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 an agraph one hereof and such default shall continue for three days, said option to be exercised at any time of the expiration of said three day period.
- 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 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) 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 to 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 * 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.

 MAXIMUM LEGAL RATE THEN IN EFFECT

 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of
- 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

UNOFFICIAL COPY

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 pendency of such foreclosure suit and, in case of a sale and a deficiency, during 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 profits, and all other powers which may be necessary or are usual in such cases for the protection, post asion, 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 income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing 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, provides such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

marker from the property of the contract of th

- 7. Trustee or 10 holders of the note shall have the right to inspect the premises at all reasonable times and access the 15 shall be permitted for that purpose.
- 8. Trustee has no dr'y to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recold this trust deed or to exercise any power herein given unless expressly obligated by the terms hereal, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or miscondulator that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before the using 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 in lebt-dness secured by this trust deed has been fully paid; and Trustee may execute and deliver a releas. It wolf to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebt-edness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trust es such successor trustee may accept as the genuine note herein described any note which bears a cerumate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of rirst Party; and where the release is requested of the original trustee and 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 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 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 are herein given Trustee, and any Trustee or successor than be entitled to reasonable compensation for all acts performed hereunder.
- 11. Note hereinbefore referred to contains the following classe: Said note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, assessments, insurance premiums, and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are understand intended, not as personal covenants, undertakings and agreements of the Trustee, named and reserved to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or employees on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the First National Bank of Evergreen Park, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, First National Bank of Evergreen Park, 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 Cashier or Trust Officer, the day and year first above written.

BANK OF ORPORA SEAL FIRST NATIONAL BANK OF EVERGREEN PARK As Trustee as aforesaid and not personally.

ATTESTX PWC. face President

Vice President and

UNOFFICIAL COPY

MY COMMISSION EXCUSE MY 7 THIS ESSUED THRU ILLINOIS NOT AY 1550. 1979 MAY 4 AM 10 41	CERTIFY, the Control of Arist tant persons whose dent for a Assin person and as a foresaid. Cashier then of said Bank, own free and as a foresaid,	DEAN O. LIWRENCE ublic, in and for said County, in the state of the First National Bank of E. JOSEPH C. FANELLI. Vi. Cashier of said Bank, who are persone names are subscribed to the foregoi sistant Cashier, or Trust Officer, respectate, nowledged that they signed and devolutary act and as the free and volution of the season of the se	CVERGREEN PARK, and
Zoo Vice II vice Vice Vice Vice Vice Vice Vice Vice V	The Installment Note mentioned in the Willin Trust Deed has been identified here- Will under Identification No. 7928 FIRST NATIONAL BANK OF EVERGREEN FIRST NATIONAL BANK OF EVERGREEN Of the President & Trust Officer	I M P O R T A N T the protection of both the bor- or and lendor, the note secured this Trust Deed should be identi- by the Trust Deed is filled for tecord. The Trust Deed is filled for tecord.	Motary Pildic of the Control of the
TRUST DEED THE FIRST NATIONAL BANK OF EVERGREEN PARK AS Trutee To THE FIRST NATIONAL BANK OF EVERGREEN PARK STOLVEST OF TRUTE STOLVEST OF STREET EVERGREEN FARK STOLVEST OF ST	TRUST DEED THE FIRST NATIONAL BANK OF EVERGREEN PARK as Trustee To		