## **UNOFFICIAL COPY**

#### 24958030

### This Indenture, Made

April 27

First National 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

rus Agreement dated November 18, 1978

and known as trust number

here'n referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

Then, whereas First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of

FORTY FIVE THOU SAND DOLLARS AND NO/100....(\$45,000.00.)....

made payable to BLARER and delivered, in and by which said Note the First ?arty promises to pay out of that portion of the trust estate subject to said Trust Agreement and '...reinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate (\$607.21)

of 10 per cent per annum in instance on as follows: SIX HUNDRED & SEVEN DOLLARS AND 21/10 DOLLARS (\$607.21) on the day of June 1) 79 and SIX HUNDRED & SEVEN DOLLARS AND 21/10 DOLLARS

and ever / month on the day of each 5th

thereafter until said note is fully

 $\stackrel{\frown}{\Omega}$  paid except that the final payment of principal and interest; if not sooner paid, shall be due on the  $\hat{m{r}}$ 

1 27th day of April 19 89 all uch payments on account of the indebtedness revidenced 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 install ness unless paid when due shall bear interest at the rate of \* per cent per annum, and all of said pincipal and interest being made payable at

such banking house or trust company in Evergreen Park, Illinois, as the holders of the note may, from time to time, in writing appoint, and in abserte of such appointment, then at the

Soffice of

FIRST NATIONAL BANK OF EVERGREEN PARK

in said City.

MAXIMUM LEGAL RATE THEN IN EFFECT. NOW, THEREFORE, First Party to secure the payment of the sail in cipal sum of money and said interest in accordance with the terms, provisions and limitations of this to st 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 success and assigns, the following described Real Estate situate, lying and being in the

Lot 24 in Clem B. Mulholland's Subdivision of the North 1/2 of the East 1/2 of the West 1/2 of the South East 1/4 of the South West 1/4 of Section 2, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

\*24958030

JOOK COUNTY, ILLINOIS FILED FOR RECORD HAY IN 179 B OF AM

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 or 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 trust 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) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in goo' condition and repair, without waste, and free from mechanic's or other liens or claims for lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory eviden of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a rusc ble 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 scheef; (6) refrain from making material alterations in said premises except as required by law or mincipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special seesments, water charges, sewer service charges, and other charges against the premises when due, and to mwritten request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in 10. under protest in the manner provided by statute, any tax or assessment which First Party may desir to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured gai at loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance policies payable, in case of loss or damage, to Trustee for the holders of the note, und r insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, and in case of insurar ... about to expire, to deliver renewal policies, to holders of the note, and in case of insurar... about to expire, to deliver renewal policies, to holders of the note, and in case of insurar... about to expire, to deliver renewal policies, to holders of the note, and in case of insurar...
- 2. The Trustee or the holders of the note herely 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 recording to such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax livin or title or claim thereof.
- 3. At the option of the holders of the note and without notice. First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not with tanding anything in the note or in this trust deed to the contrary, become due and payable (a) in nediately in the case of default in making payment of any instalment of principal or interest on the not, 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 secured shall become due whether by ac eleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In a by suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the lecree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or h.lers 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 examinates, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Ir stee 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 calculate 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 interact thereon at the rate 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 followers.
- 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 indebteness 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. 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 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, 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 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 ny tax, special assessment or other lien which may be or become superior to the lien hereof or of a childentee, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a san and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable t me and access thereto shall be permitted for that purpose.

8. To stee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee' cobligated to record this trust deed 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 healing any one gross healing any of Trustee, and it may require indemnities satisfact by to it before exercising any power herein given.

9. Trustee sh." 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 de iver a release hereof to and at the request of any person who shall, either before or after maturity th. r., produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of r. su cessor 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 honforms in substance with the description herein contained of the note and which purports to be executed no behalf of First Party; and where the release is requested of the original trustee and it has ne er 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 ruling 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 represented shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Note hereinbefore referred to contains the fellowing clause:

Said note also contains a promise by the maker choreof 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 pers and the support of the contrary notwithstanding, that each and all of the covenants, undertakings and agreements of the Trustee and and are made and intended, not as personal covenants, undertakings and agreements of the Trustee named and referred to in said Agreement, for the purpose of binding it personally, but his instrument is escuted and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of he 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 agms, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said proceed and released by the party of the second part or holder or holders of said principal or interest note, her of and by all persons claiming by or through or under said party of the second part or the holder or holders. The remaining any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that be 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.

FIRST NATIONAL BANK OF EVERGREEN PARK aforesaid and not personally,

> Vice-President Senior

Trust Officer Vice President &

STATE OF ILLINOIS			
COUNTY OF COOK		26 4	
I.	Tois	a. M. Fee	
a Not	ary Public, in and	for said County, in the St	ate aforesaid, DO HEREBY
CERTIFY, thatROBERT M. HONIG, Senior Vice President			
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
JOSEPH C. FANELLI, VICE PRESIDENT & Trust Officer,			
or Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-Presi-			
dent, and Assistant Cashier, or Trust Officer, respectively, appeared before me this day			
own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant			
own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that they are custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their of the corporate seal of said Bank to said instrument as their or new free and voluntary act and as the free and voluntary act of said Bank, as Trustee			
own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.			
GIVEN under my hand and notarial seal, this 30th day of April			
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END OF RECORDED DOCUMENT