367 3 24965927

This Indenture, Made April 28

19 79 . between

Roselle State Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and

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delivand to said Bank in pursuance of a Trust Agreement datedApril 26,1978 known as trust number

herein referred to as "First Party," and Chicago Title & Trust Co.

an Illino's corporation herein referred to as TRUSTEE, witnesseth:

THAT, V HEREAS First Party has concurrently herewith executed an instalment note bearing even date here with in the principal sum of FOURTY FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE AND OC/LUC (\$44,875.00)

made payable to BEAXIX THE FIRST NATIONAL BANK OF and delivered, in and by LINCOLNWOOD, A National Banking Association which said Note the First Propiet to pay out of that portion of the trust estate subject to said Trust Agreement and herei after pecifically described, the said principal sum in

instalments as follows: THREE HUNDF NINETY TWO AND 08/100

DOLLARS

15th

641**808**

day of Jine

19 79, and THREE HUNDRED NINETY

DOLLARS

on the day of each 15th

TWO AND 08/100 thereafter,

a-final-payment of the balance due on the until this note is fully paid -, with interest on the principal balance from time to time unpaid at the rate

9.5 ο£ per cent per annum payable

the rate of 10.5 per cent

Each of said instalments of principal bearing interest after matrity at the highest legal rate per annum, and all of said principal and interest being made payable at such banking hous of a 1st company in Lincolnwood,

Illinois, as the legal holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The First National Bank of Linco Inwood 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 true de d, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby being eledged, 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 in the

COUNTY OF

AND STATE OF ILLINOIS, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THIS INSTRUMENT WAS PREPARED BY MARK A. RUBERT \$401 NORTH LINCOLN AVENUE, LINCOLNWOOD, LILLION

which, with the property hereinafter 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 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 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.

LEGAL DESCRIPTION ATTACHED TO TRUST DEED DATED APRIL 28, 1972 AND MADE A PART THEREOF

Unit 3B, Lot 4, Cluster 2D and the East two feet of Unit 3B, Lot 3, Cluster 20 in Shadow Bend Phase III, a subdivision of a tract of land being a part of Lots 2 and 5 in the Resubdivision of George Strong's Farm in Section 2 and the West half of Section 1, Towhship 42 North, Range II, East of the Third Principal Meridian, and a part of Lot 1, of Owner's Subdivision of part of the 01d Filkins Farm in Sections I and 2, Township 42 North, Range II, East of the Third Principal Meridian, and a part of Lot 3 of Owner's Subdivision of Sections I and 2, Township 42 North, Range II, East of the Third Principal Meridian, according to the plat thereof filed in the Registrar's Office on May 10, 1973 as Document LR 2690976 and recorded May 10, 1973 as Document 22320784 in Cook County, Illinois, and as amended by affidavit of correction dated June 20, 1973 and filed in the Registrar's Office on June 22, 1973 as Document LR 2699913 and recorded June 22, 1973 as Document 22372159 in Cook County, Illinois.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the abovedescribed real estate, the rights and easements for the benefit of said property set forth in Shadow Bend Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated September 1, 1967 and known as Trust No. 25487, and as Trustee under Trust Agreement dated January 21, 1975 and known as Trust No. 33823, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 23114271 and filed in the office of the Registrar of Titles of Cook County, Illinois, as Document LR 2813052.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

TC HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS JURTHER UNDERSTOOD AND AGREED THAT:

- IT IS OURTHER UNDERSTOOD AND AGREED THAT:

 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors of the premises which may become damaged or be destroyed; (2) keep said premises in good condition and applied to the lien hereof; (3) pay when due any indebtedness which may be scured by a lien or charge on the premises which may be come damaged or be destroyed; (2) keep said premises in good condition and applie, without waste, and free from mechanic's or other liens or claims for lien not expressly subtor in cell 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 discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any 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) refair 1 nor making material alterations in said premises except as required by law or municipal ordinance; (7, "ay before any penalty attaches all general taxes, and pay special taxes, special assessments, what er charges, sever service charges, and other charges against the premises when due, and upon written request, to fir. In. In to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the miner provided by statute, and xay or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fre, lightning and extended coverage under policies providing for payment by the insurance companies of "be note, and in case of loss or damage, to the holders of the note, under insurance policies provides and the provided by the standard mortgage clause to be attached to each policy; and to deliver all policies, in case of l
- 2. The Trustee or the holders of the note hereby secured making any product hereby authorized relating to taxes or assessments, may do so according to any bill, statement of eximate 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 the cof
- 3. At the option of the holders of the note and without notice to First Party, its siccessors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in '.e. note or in this trust deed to the contrary, become due and payable (a) immediately in the case of c'efault 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 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 or to 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 aeven 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 forclose 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
- 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

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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 a a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver hall have power to collect the rents, issues and profits of said premises during the pendency of auch oreclosure 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 successor 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, for assion, 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 whoir or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any fax, special assessment or other lien which may be or become superior to the lien hereof or of such defice provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty it examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated or regord this trust deed or to exercise any power herein given unless expressly obligated by the term, hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or nisconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactor to it before exercising any power herein given.

may require indemnities satisfactor; to it before exercising any power herein given.

9. Trustee shall release this trust aced and the lien thereof by proper instrument upon presentation of satisfactory evidence that all it deltedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release terrof to and at the request of any person who shall, either before or after maturity thereof, produce and emiliate to Trustee the note representing that all indebtedness hereby secured has been paid, which recentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor 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 sub tance with the description herein contained of the note and which purports to be executed on behalf of First 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 now lee in 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

10. Trustee may resign by instrument in writing filed in ne office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. It case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder that have the identical title powers and authority as are herein given Trustee, and any Trustee or successor s'all be entitled to reasonable compensation for all acts performed hereunder.

PACCHOS OF TRACE

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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THIS TRUST DEED is executed by the ROSELLE STATE BANK AND TRUST COMPANY not er-THIS TRUST DEED is executed by the ROSELLE STATE BANK AND TRUST COMPANY not ersonally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and "is it is as such Trustee (and said ROSELLE STATE BANK AND TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agried that nothing herein or in said note contained shall be construed as creating any liability on the said Fir. Party or on said ROSELLE STATE BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said ROSELLE STATE BANK AND TRUST COMPANY personally are concerned, the large holder or holders of said note and the owner or owners of any indebtedness accruing hereunder. the legal holder or holders of said note and the owner or owners of any indebtedness accruing 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.

IN WITNESS WHEREOF, ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

ROSELLE STATE BANK AND TRUST COMPANY as aforesaid and not personally.

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	TO THE POWER TO TH	
STATE OF ILLINOIS	24965927	
I, T a Notary Pub CERTIFY, th 	Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhofer , who are personally known to me to be the same persons whose obscribed to the foregoing instrument as such Trust Officer, and are the same persons whose obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer, and obscribed to the foregoing instrument as such Trust Officer.	
free and of as aforesail, Secretary then seal of said B net own as Trustee as	ntary act and as the free and voluntary act of said Bank, as I fuster for the uses and purposes therein set forth; and the said Assistant and there acknowledged thatshe, as custodian of the corporate ink, cid affix the corporate seal of said Bank to said instrument at the and voluntary act and as the free and voluntary act of said Bank affore aid for the uses and purposes therein set forth.	
COUNTINGE COUNTINGE	Notary Public	usbi
ntioned dentifies 6.4. T	I M P O R T A N T For the protection of both the bor- rower and lender, the note secured by this Trust Deed should be iden- tified by the Trust Deed is filed for record.	
BOX 533 TRUST DEED ROSELLE STATE BANK AND TRUST COMPANY as Trustee To	Mark Hasis Br. My Line Hasis Br. of Line Instrument of 606 45 Line Churard, A. 606 45 EROSELLE STATE BANK AND TRUST COMPANY ROSELLE, ILLINOIS	
	The Instalment Note mentioned in the within Trust Deed has been identified here. If a Notary Pull CERTIFY, the carries with under Identification No 641800 as aforesain. Secretary there is all of said Bank as aforesain. Secretary there is a foresain of said Bank as a foresain. Secretary there is a foresain of said Bank as Trustee as GIVEN to COMPANY day of	Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhafer. Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhafer. Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhafer. Ruth I. Mayerhafer. Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhafer. Ruth I. Mayerhafer. Trust Officer of the Roselle State Bank and Trust Company, and Ruth I. Mayerhafer. Ruth

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THAT IN ADDITION TO THE PAYMENTS CALLED FOR HEREIN, MORTGAGORS SHALL DEPOSIT MONTHLY WITH THE HOLDER OF COLD ATERAL INSTALMENT NOTE A SUM EQUAL TO 1/12 OF THE ANNUAL REAL F TATE TAX BILL BASED UPON THE LAST ASCERTAINABLE TAX BILL AS TAX RESERVE. DEPOSITS MADE PURSUANT TO THIS TAX RESERVE CLAUSE SHALL BE ON A DEBTOR-CREDITOR RELATIONSHIP AND THE HOLDER OF SAID RESERVE SAME BEING SHALL NOT BE OBLIGATED TO PAY ANY INTEREST THERE ON, SPECIFICALLY WAIVED BY THE MORTGAGORS HEREUNDER. SAID RESERVE DOES NOT ASSUME THE OBLIGATION OF PAYING THE REAL ESTATE TAXES AND IT SHALL REMAIN THE OBLIGATION OF THE RORTGA-GORS TO SECURE SUCH FUNDS FROM THE RESERVE TO PAY SUCH . XES WHEN DUE, OR IN LIEU THEREOF, OBLIGOR SHALL ESTABLISH IN TEREST
BEARING PLEDGE SAVINGS ACCOUNT IN ACCORDANCE WITH THE PROVISIONS OF ILLINOIS REVISED STATUTES, CHAPTER 95, PARAGRAPH 106.

END OF RECORDED DOCUMENT