24969721

•	THIS INDENTURE, made this. 11th day of May A. D. 19.79, between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not person
	ally, 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 the 6th day of April 19.73, and known
	as Trust Number
	The First National Bank in Dolton, a National Banking Association
	hr.e.n referred to as Trustee, witnesseth:
	Ti/T, WHEREAS First Party has concurrently herewith executed an instalment note bearing even
	date here. "a the PRINCIPAL SUM OF
	Thirt Thousand and no/100's DOLLARS,
	made payable to 投資股 The First National Bank in Dolton and delivered, in and by
	which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and her inster specifically described, the said principal sum and interest
	on the balance of principal remaining from time to time unpaid at the rate of 9 3/4 per cent per annum
0	in instalments as follows: Two Hund ed Sixty Seven and 35/100's* * * * * * * * * * * * * * * * * * *
06	on the 1st day of July 19 79 and wo Hundred Sixty Seven and 35/100's* * * *
-	Dollars on the 1st day of each month the reafter with the unpaid balance, if any, due on the 1st day of June, 2004.
03	In addition to the above payments 1/12t'. o. the annual tax shall be deposited with the holder of this note each month. All such payments on account of the indeb edness evidenced by said note to be first applied to interest
29.	All such payments on account of the indep edges 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 e of seven per cent per annum, and all of said principal of the
Ċ.	cipal and interest being made payable at such banking house or must company in politon Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-
2 ≥	ment, then at the office of The First National Bank in Dolton
MAY	NOW, THEREFORE, First Party to secure the payment of the set a principal sum of money and said interest in accordance with the terms, provisions and limitations of his t ust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is herely 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
	COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 4 in Block 9 in Blouin Brothers Almar Meadows Subdivision of Lot 7 (except the South 30.79 acres) and Lot 1 (except the South 60 feet thereof) in Jerces Subdivision of Lot 7 (except the North 10 acres) in Bergers Subdivision in the Wet 1/2 of Section 14 and the North 18.242 acres (except the East 60 feet thereof; of J. 6 in the partition of the West 1/2 of Section 14, Township 36 North, Range 1. East of the Third Principal Meridian, in Cook County, Illinois.
	- 18 March
	In the event the property described herein is sold by the maker hereof, then note described herein shall be due and payable in full instanter. Provided however that the holder of or owner of note may consent to release of this provision for acceleration
	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

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 gingle 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 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth. 57863318

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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 good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated 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 requise 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 building or buildings now or at any time in process of erection upon said premises; (5) corply with all requirements of law or municipal ordinances with respect to the premises and the use ther of (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 assessor int. water charges, sewer service charges, and other charges against the premises when due, and upon white equest, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full unear rotest, in the manner provided by statute, any tax or assessment which First Party may desire to conte c; (3) keep all buildings and improvements now or hereafter situated on said premises insured against less or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies. I moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the incebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payale, in case of loss or damage, to Trustee for the benefit of the holders of the note which First payments of principal or interest in rouse deemed expedient, and m
- 2. The Trustee or the holders of the note hereb, sourced 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 thereof.
- 3. At the option of the holders of the note and without notice to in t Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding in withing in the note or in this trust deed to the contrary, become due and payable (a) immediately in the lase of default in making payment of any instalment of principal or interest on the note, or (b) in the law in of the failure of First Party or its successors or assigns to do any of the things specifically set forth in oal graph one hereof, and such default shall continue for three days, said option to be exercised at any time are the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by a celeration 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 and btedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on bel alf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for document or a expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to be a to be expended after entry of the decree) of procuring all such abstracts of title, title searches and experiments, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as T.v. on or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 seven 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.

- 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 for

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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 times 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, manten 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 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; provided such application is miade prior of or closure sale; (2) the deficiency in case of a sale and deficiency.

- 7 Tustee or the holders of the note shall have the right to inspect the premises at all reasonable times and across thereto shall be permitted for that purpose.
- 8. Truter 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 power herein given unless expressly obligated by the team hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or risconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before expressing any power herein given.
- 9. Trustee shall release chair all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release never executed as the request of any person who shall, either before or after maturity threof, 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 a successor trustee, such as useessor 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 substance with the less rividen herein contained of the note and which purports to be executed a certificate on any instrumen identifying same as the note described herein, it may accept as the genuine note herein described any note which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing bled 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 stan 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.

COOK COUNTY, ILLINOIS FALED FOR RECORD Mr. 22 75 9 oc M 124969721

THIS TRUST DEED is executed by the South Holland Trust & Savings Bank, to personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it possesses all p wer and authority to execute this instrument), and it is expressly understood and agreed that nothin, h. c. or in said note contained shall be construed as creating any liability on the said First Party or on said South Holland Trust & Savings Bank personally to pay the said note or any interest that may accrue thereca, c. 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 South Holland Trust. & Savings Bank personally are concerned, 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 on by action to enforce the personal liability of the guarantor, if any.

GO EAL

SOUTH HOLLAND TRUST & SAVINGS BANK,
As Trottee As Aforesaid and Not Personally

Secretary

Secretary

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STATE OF ILLINOIS, Ss.	/249697 / /	'21
for said County, in the State afor Vice President of South H	olland Trust & Savings Bank Asst	c, a corporation, and
Same: Filicat NATIONAL BANK IN DO	F C R T AN T	Notary Public
TRUST DEED SOUTH HOLLAND TRUST & SAVINGS BANK, as Trustee ro	533	On the Country of the