UNDFECTORY

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-(\$15,000.00)

This Indenture, Made

JULY 29.

19 77 , between

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

Trust Agreement dated April 9, 1975

and known as trust number 3541

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

T'A", WHEREAS First Party has concurrently herewith executed an installment note bearing even date here. In in the principal sum of

F'.FT EN THOUSAND DOLLARS AND NO/100-

DOLLARS,

made payable to BFARER

and delivered, in and by which said Note to Tirst Party promises 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 8-1/2per cent per annum in ir calments as follows: ONE HUNDRED THIRTY DOLLARS & 18/100 DOLLARS (130.18)

on the 15th day of September 1977 and ONE HUNDRED THIRTY DOLLARS & 18/100 DOLLARS

on the 15th day of each and every month

thereafter until said note is fully

paid except that the final payment of princips and interest, if not sooner paid, shall be due on the

29th day of July

18th 29. All such payments on account of the indebtedness evidenced by said note to be first applied to inter st or the unpaid principal balance and the remainder to principal; provided that the principal of each instribut unless paid when 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. Illinois, 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 reincipal sum of money and said interest in accordance with the terms, provisions and limitations of this truit deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is levely acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its av cessors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

COOK

AND STATE OF ILLINOIS, to-wit.

Lot 10 in Fourth Addition to Triezenberg and Company's Palos West ale View, being a subdivision of part of the West half of the Northerel quarter of Section 31, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1200

which, with the property neremafter described, is referred to nerein 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.

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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 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 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 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) 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, so cial assessments, water charges, sewer service charges, and there charges against the premises when c. e. nd upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (6) Ty in full under protest in the manner provided by statute, any tax or assessment which First Party may "sire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises ns" and against loss or damage by fire, lightning or windstorm under policies providing for payment by th) insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies not have a companies of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy;
- 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, forfering tax lies or title or claim thereof.
- 3. At the option of the holders of the note and while at notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed the, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (o) it mediately in the case of default in making payment of any instalment of principal or interest on the oi, or (b) in the event of the failure of First Party or its successors or assigns to do any of the thing, s eccifically 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, there shall be allowed and included as additional indebtedness it to electee 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 ite. 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 is 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 'o' o. the value of the premises. All expenditures and expenses of the nature in this paragraph menti ned 'hall 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 one 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 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

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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 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 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. Trust e has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be bligated to record this trust deed or to exercise any power herein given unless expressly obligated by the trust hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negliganc or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactly to it before exercising any power herein given.
- 9. Trustee shall elease this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evide. C that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and the error after maturity the cef, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been aid, which representation 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 can ome insultance 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 excelled a certificate on any instrument identifying same as the note described herein, it may accept as the fenuine 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 to orded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Le ds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust he and each have the identical title, powers and authority as are herein given Trustee, and any Trus'ee o successor shall be entitled to reasonable compensation for all acts performed hereunder.
- Note hereinbefore referred to contains the following clause:

NICHTON ESTATEMENT

Said note also contains a promise by the maker chareof to deposit additional security for the payment of taxes, asse sments, insurance premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not person ally, in the astrustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything he ein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements are rein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, an under and referred to in said Agreement, for the purpose of binding it personally, but this instrument is "cc." ed 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 100 fall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agent, 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 express! 'Aived and released by the party of the second part or holder or holders of said principal or interest notes here I, and by all persons claiming by or through or under said party of the second part or the holder or holder, own error owners of such principal notes, and by every person now or hereafter claiming any right or second 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.

Mational bank of Evergreen park

Vice-President

Assistant Cashier or Trust Officer

Try King S. S. Substance

CONTRACTOR TO THE STREET

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ATTEST

COUR COUNTY, ILLINOIS FILED FOR RECORD

Aug 5 9 00 AH '77

Billier R. Clain RECORDER OF DEEDS *24045360

STATE OF ILLINOIS COUNTY OF ... COOK

> Judith C. Zielinski a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ... ROBERT M. HONIG

Sr. Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and

VICE PRESIDENT & JOSEPH C. FANELLI, or Assistant Explorator said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Explicator Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 thatthey..., as custodian of the corporate seal of said Bank to said instrument as ...their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth. Trust Officer.

CIVEN under my hand and notarial seal, this ... day o'

My Commission Explication

For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein lore the Trust Deed is filed for

THE FIRST NATIONAL BANK EVERGREEN PARK

3101 WEST 95TH STRKET

EVERGREEN PARK, JLL

NATIONAL DANK OF EVERGREEN PARK

ESE

with under Identification No.

The Installment Note mentioned in the within Trust Deed has been identified her

> THE FIRST NATIONAL BANK EVERGREEN PARK as Trustee