UNOFFICIAL CO

 $(S_1, S_2, F_1) \in F_1 \cap F_2 \cap F_2 \cap F_3 \cap F_4 \cap F_4$

TRUST DEED

24 138 566

THE ABOVE SPACE FOR RECORDER'S USE ONLY

October 3, 1977 between FIRST NAT'L BANK OF EVERGREEN PARK, AS AGREEMENT DATED July 14,1973 AND KNOWN AS TRUST 3002, AND NOT PERSONALLY THIS INDENTURE, made TRUSTEE UNDER TRUST herein referred to as "Mortgage s', and FIRST NATIONAL BANK OF EVERGREEN PARK, a National Banking Association doing business in Evergreen Park, Illi or, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgago ar justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders oe'ng herein referred to as Holders of the Note, in the Principal Sum of EIGHT HUNDRED AND FIFTY ("LOUSAND DOLLARS AND NO/100 (\$850,000.00) DOLLARS. evidenced by one certain Principal Promiss ry Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

BEARER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum

and delivered, in and by when said Princip. Note the Mortgagors promise to pay the said principal sum on April 3, 1979 with interest there on from the first of 9-3/4 per cent per annum, payable with the payable as the ver; all of said principal and interest bearing interes at er maturity at the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interes at er maturity at the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interest bearing interest or under the per cent per annum, and all of said principal and interest bearing interest bearing interest or under the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interest bearing interest or under the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interest bearing interest or under the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interest bearing interest or under the rate of 11-3/4 per cent per annum, and all of said principal and interest bearing interest bearing interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing interest per annum, and all of said principal and interest bearing interest bearing interest per annum, and all of said principal and interest bearing intere

FIRST NATIONAL BANK OF EVERGREEN PARK

in said City,
NOW, THEREFORE, the Mortgagors to secure the payment of the stid principal sum of money and said interest in accordance with the terms,
provisions and limitations of this trust deed, and the performance of the coverants. In agreements herein contained, by the Mortgagors to be performed,
and also in consideration of the sum of One Dollar in hand paid, the receipt there of is hereby acknowledged, do by these presents CONVEY and
WARRANT unto the Trustee, its successors and assigns, the following described I call Ex ite and all of their estate, right, title and interest therein, situate,
lying and being in the to wit:

> The East 300 feet of the North 902.11 feet of the North West 1/4 of the North West 1/4 of Section 23, Townshap 26 North, Range 12 East of the Third Principal Meridian, except that part thereof falling in 159th St. in Cook County, Ill.**

> > THIS INSTRUMENT WAS PREPARED BY First National Bank of Evergreen Park 3101 W. 95th ST. EVERGREEN PARK, ILLINOIS 60642 DEAN D. LAWRENGL



which, with the property herelnafter described, is referred to herein as the "premises,"

TOGLTHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profile the reof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and and secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, prover, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, we are 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 estat whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and

assigns.	+					
	1 S and seal S of Mortgagors the day and year first above written.					
FIRST NATIONA	al bank of evergreen park as trustre, as afores, id, and not personally. 👙					
	SEAL HUMPY (1 (MIC) I SEAL					
	Senior/Vice President					
	I SEAL 1					
STATE OF ILLINOIS,) Dolores Wicherek Mortgage Loan Officer					
County of _COOK	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert M. Honig, Senior Vice President and					
	Dean D. Lawrence, Assistant Mortgage Loan Office 15					
whos personally known to me to be the same person whose name are subject to the						
foregoing instrument, appeared before me this day in person and acknowledged that the						
sealed and delivered the said instrument as their free and voluntary not from the high and purpost there						
	set forth.					
	Given under my hand and Notarial Scal this 3rd day of 6cmbe 19_77.					
Notarial Seal	Valures Wieller COO Notary Public					
	Commission Francisco De La La Caracteria De La La Caracteria De La La Caracteria De La Cara					

Principal Note Page 1

THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other-liens or claims for lie not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete with a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises excert as required by law or the process of the process of

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer servicharges, and other charges against the premises when due, and shall, upon written request, turnish to Trustee or to holders of the note duplicate receips therefor, To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment, which

Mortgagors may desire to contest.

3. Mortagaors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm tand flood damage, where the lender is required by law to have its loans no insuredy under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebetedness secured by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebetedness secured to the holders of the indebetedness secured to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

A. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on priod encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem frontony particles of the purposes have been authorized and all expenses particles and remises or centest any tax or assessment. All moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee or each matter concerning which action herein authorized may be taken, shall be would additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at a rate equivenen to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein laaction of To tee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so coording to any bid, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or stimate or into the validity of any tax, assessment, sale, forfeiture, tax fign or title or claim thereof.

6. Mortgagor still p y each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of 're principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding mything in the principal of the principal or interest, we are principal or interest, we have a principal or interest, we have a principal or interest, when the principal or interest, we have a principal or interest, we have a principal or interest, we have a principal or interest.

7. When the indel, e. no. 5 breby 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 in the decree for sale all expenditures and expenses which "ay 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 "not "pert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree' of "y ocuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with report of thie as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sail expenditures and expenses of the nature of the note shall become so much additional indebtedness secured hereby and immediately due prematurity rate set forth therein, who paid or incurred by Trustee or holders of the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, who paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of the shall be a party, either as plantiff, claimant or defendant by reason of this trust deed or any indebtedness bereby secured; or (b) preparatic is for the defense of any still for the oreclosure hereof after accrual of such right to torcelose whether or not actually commenced; or (c) reparatic of the defense of any still for thee deem whether or proceeding which might affect the premises or the

8. 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 other costs and expenses incident to the foreclosure proceedings: "luding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured i debt, hess additional to that evidenced by the principal and they with interest thereof on as herein provided; third, all principal and interest remaining un aid of the principal note; fourth, any overplus to Mortgagor, their heirs, legal representances

or assigns, as their rights may appear.

9. (Inon, or at any time after the filing of a bill t. 'cree'isse 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 at ere is, without notice, without regard to the solveney or insolvency of Mortgagor at the time of application for such receiver and without regard to 1 e b in value of the premises or whether the same shall be then occupied as a horiestead or not and the fravier berefunder may be appointed as such receiver. So in receiver whall have power to collect the rents, issues and profits of said premises described in the control of the premises of the profits of said premises described in the control of the premises with a such case for the profit of the powers which may be neces. To are usual for the intervention of such receiver of order to the profits of the powers which may be neces. To are usual for the intervention of such receiver to apply the net income in his hands operation of the premises during the whole of said period. The Court '... time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby provided such application is made prior to foreclosure sale; (b) the deficiency according to a sign and deficiency.

10. No action for the enforcement of the hen or of any provision here:
the party interposing same in an action at law upon the note hereby secured.
the party interposing same in an action at law upon the note hereby secured.

that purpose of the notices of the notes that have the right to inspect in premises at an teasonable times and access thereto shan be permitted to that purpose.

12. Trustee has no duty to examine the title, location, existence of condition of the primises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor \$1.00 ft. Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to, any acts or omissions hereunder, except in case of its own gross

herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument u, or pr. sentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a relear. here of 'o and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal deliver a relear. here of 'o and at the request of any person who shall either here of the principal release in the principal release is requested to a uce ssor trustee, such successor trustee may accept as true without inquiry. Where a release is requested o, a uce ssor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number pruporting to e p iced thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purport | 'c be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never of 'c distinction number on the principal note

described berein, it may accept as the genuine note berein described any note which may be presented an which conforms in substance with the description berein contained of the principal note and which purports to be executed by the persons herein 6 signs, cdas makers thereof.

14. Trustee may revien by instrument in writing filed in the office of the Recorder of Registrar of 'tites it 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 Leds of 'eccunity in which the premises are stituated shall be Successor in Trust. Any Successor in Trust bereunder shall have the identical title, powers an. (1) trity as are herein given Trustee.

15. This Trust Deed, and all provisions bereof, shall extend to and be building upon Mortgagors and all grossors claiming under or through

part thereof, whether or not such persons shall have executed the principal note or this frust beed. The word "n te-sha used in this instrument shall be construed to mean "motes" when more than one note is used.

16. Hetpur releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its age chedule in effect when the

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	IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE FIRST NATIONAL BANK OF EVERGREEN PARK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.		cation No	TIONAL BANK OF EVERGREEN PARK, Truster. Vice President and Trust Officer	5
[MAIL TO:		ं व	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
ξ	PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 22	23			_

END OF RECORDED DOCUME