UNOFFICIAL COPY

24 153 176

This Indenture, Made

October 7 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 August 26, 1960

and known as trust number

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even

FITENTY THOUSAND DOLLARS AND NO/100. (\$70,000.00)----

made payable to BEARER and delivered, in and by h said Not the First Party promises to pay out of that portion of the trust estate subject to 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

(\$629.90)
per cent per al num in installments as follows: SIX HUNDRED, TWENTY NINE DOLLARS 90/IDQLARS

(629.90)
19 77 and SIX HUNDRED, TWENTY NINE DOLLARS 90/1000LLARS day of November on the tenth

and every month on the day of each

thereafter until said note is fully

paid except that the final payment c. principal and interest, if not sooner paid, shall be due on the

seventh day of October 19 97. All such payments on account of the indebtedness 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 installment unless paid when due shall bear interest at the rate of 11 per cent per annum, and all of said principal and interest being made payable at

such banking house or trust company in EVIRGUEEN PARK Illinois, as the holders of the note may, from time to time, in writing appollut, and in absence of such appointment, then at the such banking house or trust company in Illinois, as the holders of the

FIRST NATIONAL BANK OF EVERGREEN TATA

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 light interest of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the recor is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the frustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

AND STATE OF ILLINOIS, to-vit:

Lots 15, 16, 17, 18 and 19 in Block 7 in Heiner and Malkin's Crawford Highlands Subdivision of the South West Quarter of the South West Quarter of Section 2, Township 7 North, Range 13, East of the Third Principal Meridian, 1. Cook County, Illinois. **

une factorial de la companya del la companya de la

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

The state of the s

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.

UNOFFICIAL COPY

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 in 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 premise; (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 unnicipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, seed; assessments, water charges, sewer service charges, and other charges against the premises when due, are hon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pai in full under protest in the manner provided by statute, any tax or assessment which First Partym and control of the protest in the manner provided by statute, any tax or assessment which First Payman and aliant loss or damage by fire, lightning or windstorm under policles providing for payment by the infunite companies of moneys sufficient either to pay the cost of replacing or repairing the same or to any in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance about to expire, to deliver renewal policles not less than ten days prior to the respective dates. Applicate all payments of principal or interest on the same provided premises or conte
- 2. The Trustee or the holders of the note bereby 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 that 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 vit iont notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (r, n mediately in the case of default in making payment of any instalment of principal or interest on an new te, or (b) in the event of the failure of First Party or its successors or assigns to do any of the trings 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 oy acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien bereof, there shall be allowed and included as additional indebted ess 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 the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the servences and expenses of the note into proceeding in the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographers' charges, publication costs and costs (which may be estimated as to the same stenographer
- 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 or after sale, without notice, without regard to the solvency or insolvency at the time of application

UNOFFICIAL COPY

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 my tax, special assessment or other lien which may be or become superior to the lien hereof or of a such and deficiency.

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

- ? Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truck the obligated 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 hereigness or misconduct or that of the agents or employees of Trustee, and it may require indemnities saisf story to it before exercising any power herein given.
- 9. Trustee r'all 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 deliver a release hereof to and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured new been paid, which representation Trustee may accept as true without inquiry. Where a release is requested in a successor trustee, such successor trustee may accept as the genuine note herein described any note which conforms in substance 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 rever 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 writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have be n 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 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.
 - 11. Note hereinbefore referred to contains the following clause:

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

THIS TRUST DEED is executed by the undersigned Trutte, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hard, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements herein made are made to in said Agreement, for the purpose of binding it personally, but this not ument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the carries of the 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 Part, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement hereof, and its principal note is an account to the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the hold are or holders, owner or owners of such principal notes, and by every person now or hereafter claiming or right or security 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 my 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.

OF THE PERSON ACTEST

There is a series of the

FIRST NATIONAL BANK OF EVERGREEN PARK As Trustee as aforesaid and not personally,

Exship or Trust Officer

Mortgage Loan

0 Vice-President

UNOFFICIAL COPY

Eledney R. Whin JOUR COURTY, ILLINOIS FILED FOR RECORD RECORDER OF DEEDS Ост 18 | 12 ss PM 177 *24153176 STATE OF ILLINOIS COOK COUNTY OF I. Debra A. Kennedy a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ROBERT M. HONIG. Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and DEAN D. LAWRENCE Assistant Mortgage Losn Trust Officer, DEAN. D. LAWRENCE.

Assistant Mortgage Loan 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-President, and Assistant Cashier, or 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 that they as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank osaid 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. day of.......9ecober..... Notary Dublic. NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES APR 1 1980 ISSUED THEU ILLINOIS NOT ARY ASSOC rower and lender, the n. 'e soured by this Trust De ed a. nu. be identiwithin Trust Deed has been identified fore the T an leed is filed for recor the protection of both ... Installment Note fied by the Truste. under | THE FIRST NATIONAL BANK FIRST NATIONAL BAN, EVERGREEN PARK