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This Indenture. 1977 , between Made Matteson Nichton Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or De ds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 24, 1976 and known as trust number 74-236 herein referred to as "First Party," and MATTESON-RICHTON BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHERE AS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF (\$55,000.00) FIFTY FIVE THOUSAND AND 00/100 - - - - - -- - - - - - DOLLARS. made payable to BEARER and delivered, in and by which said Note the First Parcy promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in ... 300 monthly instalments as follows: FOUR HUNDRED OFTY THREE AND 00/100 (\$443.00) - - - - DOLLARS. on the 19 78, and \$443.00 - - - - - - - DOLLARS day of January on the day of each month thereafter, to and including the 2002 with & final payment of the balance due on the first day of November 2002
\$8 , with interest monthly day of December on the principal balance from time to time unpaid at the rate of 8-1/2per cent per annum payable monthly ; each of said instalments of principal bearing interest after maturity at the rate of second per cent per annum, and all of said principal and interest being made payable at such banking 8-1/2 house or trust company in Matteson, Illinois Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such MATTESON-RICHTON BANK appointment, then at the office of NOW, THEREFORE, First Party to secure the payment of the said or neipal sum of money and said interest in accordance with the terms, provisions and limitations of the trust leed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 Cook AND STATE OF ILLINOIS, to-wit:

The East 412.625 feet of the West 825.25 feet (except the south 343 feet incress) of the North Half of the South East Quarter of the South East Quarter of Section 31, Township 35 North, Range 15 East of the Third Principal Meridian, in Cook Court, Illinois.



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 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, fore 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 a igns 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 subord and 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 or 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) form from making material alterations in said premises except as required by law or municipal ordinance; (7) bay before any penalty attaches all general taxes, and pay special taxes, special assessments, water clayes, sewer service charges, and other charges against the premises when due, and upon written request, so furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest at the same provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all utildings and improvements now or hereafter situated on said premises misured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of the pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies, on a say as sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and shall more space clause to be attached to each policy; and to
- 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, state or at or estimate procured from the appropriate public office without inquiry into the accuracy of such oill statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or clair thereof.
- 3. At the option of the holders of the note and without notice to First Pary, 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 (a) immediately in the rank of default 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 it 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 sall at expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of unote 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 scarches 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 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 bankruptey 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

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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 consistent of the interval of the premises of a such receiver. Such have power to collect the rents, issues and profits of said premises during the pendency of such for closure 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 of 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, posses sign, control, management and operation of the premises during the whole of said period. The Court from the following authorize the receiver to apply the net income in his hands in payment in whole or in part or (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 stall be permitted for that purpose.
- 8. Trustee 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 terms hereof, nor the liable for any acts or omissions hereunder, except in case of its own gross negligence or misconductor, thet of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebters as secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereoff to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which represents on Trustee may accept as true without inquiry. Where a release is requested of a successor truster such successor trustee may accept as the genuine note herein described any note which bears a certificate on uncontributed to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of Piss' 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 note the release is requested 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 U office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In c.sc of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county i which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall 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.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as afore-said; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not-withstanding, that each and all of the covenants, undertakings and agreements herein made and production and intended, not as personal overnants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Matteson Richton Bank, 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, nor shall at any time be asserted or entherced against, Matteson Richton Bank, its agents, 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 expressly waived and released by 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 undersaid party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Matteson

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Matteson Richton Bank, 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, Matteson Richton Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its_____Vice ____, and its corporate seal to be hereunto affixed and Asst. Vice President ____, the day and year first above written: 2 attested by its MATTESON RICHTON BANK As Trustee of afgresaid and not

101131.

William D. O'Hearn, cleam Vice President

Lorayne Kozbiel, Asst. Vice Pres.

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STATE OF ILLIN	ois)		*24190126
COUNTY OF COOK	88.		
		undersigned nd for said County, in the S	tate aforesaid, DO HEREBY
CERTIFY, that William D. O'Hearn, Vice President;			
of Matteson Richton Bank, and			
of said Bank, who are personally known to me to be the same persons whose names are			
Asst. Vice President , respectively, appeared before me this day in			
p rso and acknowledged that they signed and delivered the said instrument as their owr five and voluntary act and as the free and voluntary act of said Bank, as Trustee			
as of resaid, for the uses and purposes therein set forth; and the said			
Asst. Ace President then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said in-			
strument as he own free and voluntary act and as the free and voluntary act of said Bank, as Tru tee as aforesaid, for the uses and purposes therein set forth.			
GIVEN under m. hand and notarial seal, this			
	day of	A.)	D. 19 <u>//</u> .
		T_{α}	Notary Public.
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The Installment Note mer within Trust Deed has been i with under Identification No.		IMPORTANT For the protection of both the B and lender, the note secured by 1 Deed should be identified by the named herein before the Trust filed for record.	0,
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END OF RECORDED DOCUMENT