## **UNOFFICIAL COPY**

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	THIS INDENTURE, made thisday of
	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 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 the 17th day of September 19.77, and known
	s Trust Number3678, herein referred to as "First Party," and
	ner an referred to as Trustee, witnesseth:
0	
$\stackrel{\smile}{\circ}$	THAT WHEREAS First Party has concurrently herewith executed an instalment note bearing even
7	date herewith in the PRINCIPAL SUM OF
0	* * * $\pm$ Fifteen Thousand and no/100's* * * * * * * * * * * * * * * * * * *
92	made payable to BEARER and delivered, in and by
12TA	which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereino en specifically described, the said principal sum and interest
	on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum
V 23	in instalments as follows: One Hundrau Thirty and 18/100's* * * * * * * * * * * * * * * * * *
	Dollars on the 2nd day of January 10 78 and One Hundred Thirty and 18/100's* * * * *
3	Dollars or more on the 1st day of each month there after with the unpaid balance, if any, due on the 1st day of December, 1978.
	0,
	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 privipal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of act in per cent per annum, and all of said principal of the p
	cipal and interest being made payable at such banking house of crust cor, any in
	Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-
	ment, then at the office of The First National Bank in Dolton 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 limitations of this trust deed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby a knowledged, 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 Village of South Holland
	COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 32 in Chapman's 5th Add't on to
	Tulip Terrace being a subdivision of part of lot 7 in County Clerk's Division of the Southeast quarter of Section 22, Township 36 North, Range 14, East of the

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 accleration.

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

Third Principal Meridian, in Cook County, Illinois.

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, 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.

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### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 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 distance of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time are 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 order ance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, wat c charges, sewer service charges, and other charges against the premises when due, and upon written requise to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in he manner provided by statute, any tax or assessment which First Party may desire to contest; (9) (eep all buildings and improvements now or hereafter situated on said premises insured against loss or decage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money; sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness see or I hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders 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, to holders of the note, and in case of insurance about to expire, to deliver renewal policies, not less than ten days prior to the respective dates of expirations. then Trustee or the holders of the note may, but need not, make any payment or perform any act hereing before set forth in any form and manner desired expedient, and may, but need not, make full or partial payments of principal or interest on prior e cumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for ash matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at in rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a will or of any right accruing to them on account of any of the provisions of this paragraph,
- 2. The Trustee or the holders of the note hereby secure 7 making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stream nt or estimate procured from the appropriate public office without inquiry into the accuracy of such till, streament 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 First Perty, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding ar thing in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case 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 in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expracion of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleracion to otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof.
- In any suit to forcelose the lien hereof, there shall be allowed and included as additional indeptedness in the decree for side all expenditures and expenses which may be paid or incurred by or on behalf of P in tee 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 items 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 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 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 bereby 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 sait 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 forcelosure 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, 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 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 cim's and access thereto shall be permitted for that purpose.
- 3. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall frustee be obligated to record this trust deed or to exercise any power herein given unless expressly obliga edby the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negliged or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trivice shall 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 feli er a release hereof to and at 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 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 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 never executed a certificate on any pratrument identifying same as the note described herein, it may accept as the genuine note herein described a ty 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 occur ecorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Peeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust he cunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee of successor shall be entitled to reasonable compensation for all acts performed hereunder.

Clarki THIS TRUST DEED is executed by the South Holland Trust & Saving Clank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon party vested in it as such Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed but v ching herein or in said note contained shall be construed as creating any liability on the said First Pa ty or on said South Holland Trust & Savings Bank personally to pay the said note or any interest that may a crue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied her an contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter right or security hereunder, and that so far as the First Party and its successors and said South Uo land 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 or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these present hereunto affixed and attested by its. said, has caused these presents to be signed by its ...Asst.vice...........President, and its corporate scal to be .....Asst/...... Secretary, the day and year first above written.

PEAL

SOUTH HOLLAND TRUST & SAVINGS BANK. Trustee As Aforesaid and Not Personally

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STAT	E OF ILLINOIS TY OF COOK,	5, } ss.			,		
Asst.VI  James to me to suchA  before strume aton, if also that aton dand vol	I,	state aforesaid f South Holland	, do hereby ce I Trust & SavSecretary ames are subsAsst owledged that act and as the in set forth; he as custodi f said Corpora	rtify that rings Bank, a of said Corp scribed to the	Jack Dalent corporation, a poration, pers te foregoing l tary, respectiv l and delivere oluntary act o Asst. rporate seal of	and	wn as ed n-id r-
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TRUST DEED	SOUTH HOLLAND TRUST & SAVINGS BANK, as Trustee					24211 824211	. A ran Britain

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