24 226 366

This Indenture, Made

November 29

19 77, between

First National Bone of Evergreen Park, a National Banking Association, not personally but as Trustee under the provisions of Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a

Trust Agreement dat a

3/20/73

and known as trust number

herein referred to as "F'rst Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

00

herein referred to as TRUST (L) witnesseth:

THAT, WHEREAS First Perty has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL BUY. CT

made payable to BEARER which said Note the First 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

(364.49)
per cent per annum in installments as follows: "REE HUNDRED, SIXTY FOUR & 49/100...
(364.49)

on the 15th day of January 19 78 and TUREE MINDRED SIXTY FOUR & 49/100....DOLLARS

thereafter until said note is fully on the 15th day of each and every month

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

29th day of November 1997. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid r.ir ipal balance and the remainder to principal; provided that the principal of each installment unless p.id when due shall bear interest at the rate of * per cent per annum, and all of said principal and referst being made payable at

such banking house or trust company in I ilinois, as the holders of the such banking house or trust company in

Evergreen Park

Illino's, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

MAXIMUM LEGAL RATE THEN IN EFFECT.

NOW, THEREFORE, First Party to secure the payment of the said principal s... 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 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

AND STATE OF ILLINOIS, to-wit.

Lot 31 in the Fourth Addition to Ivy Gardens, being a Subdivision of part of Lots 2 and 3 in Anker's Subdivision of the West half of the North East quarter and the North West quarter of Section 23, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

which, with the property nereinafter 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.

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 ssigns 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 spair, without waste, and free from mechanic's or other liens or claims for lien to expressly subor limited to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge in the premises superior to the lien hereof, and upon request exhibit satisfactory or independent of the dischingt of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any the diagnormal products of the lien hereof, and upon request exhibit satisfactory or independent of the dischington of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any the diagnormal products of the note; (4) complete within a reasonable time any the diagnormal products of the note of the dischington of the note of the note duplicate receipts therefor. (8) pay in full under product in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or dama; confirming the same or to pay in full the indebted seas secured hereby, all in companies satisfactory to the holders of the note, under insurance poli ies payable, in case of loss or damage, to Trustee for the honders of the note, under insurance poli ies payable, in case of loss or damage, to Trustee for the honders of the note, under one insurance about to exire, to deliver renewal policies, to holders of the note, under one insurance about to exire, to deliver renewal policies not less than ten days prior
- 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 suc' 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 without notice to First Fury, 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 case of default in making payment of any instalment of principal or interest on the note, or (b) in the earth of the failure of First Party or its successors or assigns to do any of the things specifically set to their paragraph one hereof and such default shall continue for three days, said option to be exercised at a positive three days, reprint the continue of the standard provides the successors. the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or ther vise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to for close the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all representations of the acceptance of the companion of the acceptance of the companion of the
- 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 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, whet'en there be redemption or not, as well as during any furtner time when First Party, its successors of usigns, 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, possessio, control, management and operation of the premises during the whole of said period. The Court from time of time may authorize the receiver to apply the net income in his hands in payment in whole or in part of () 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 if the note shall have the right to inspect the premises at all reasonable times and access thereto she if the 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 coust 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 negligence or misconduct or the 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 deel and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebte'rest 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 thereof, produce and e. 'b. 't.' 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, ac's successor trustee may accept as the genuine note herein described any note which bears a certifica 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 Par y; and where the release is requested of the original trustee and it has never executed a certifica e on any instrument identifying same as the note described herein, it may accept as the genuine note has it 'escribed 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 of the Recorder or Registrar of Titles in 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 Deeds of the county in the 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 have entitled to reasonable compensation for all acts performed hereunder.
 - 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, incorpremiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are nace and intended, not as personal covenants, undertakings and agreements of the Trustee, named and re erreto in said Agreement, for the purpose of binding it personally, but this instrument is executed and deliverably 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, nor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, 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 under said 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 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.

FIRST NATIONAL BANK OF EVER CEEEN PARK Senior Vice-President & Senior Vice-President & AMSONGENHAUXENSINGER TRUSTOFficer er as aforesaid and not personally, ATTEST ...

Vice President and

Falt 1 For REDORD

DEC 7 9 on AM '77

#24226366

STATE OF ILLINOIS

I, Deborah L. Paul
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY

CERTIFY, that Robert M. Honig, Senior Vice President and

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

day of November A. D. 19.77

AND SET PUBLIC STATE OF TELLINOIS MY COMME, TOUR STATES SEPT. 29 1981 ISSUID THRU TELLINOID SIGNATO ASSOC. Notary Public.



Truste.

I M P O R T A N T

For the protection of both the borrower and lender, the note secured
by this Trust Deed should be identified by the Trustee named hereir nefore the Trust Deed is filed for a cond.

50791 : ... 344111 :-- (16

the

The Installment Note mentioned in

ST DEE

THE FIRST NATIONAL BANK OF
BVERGREEN PARK

as Trustee

Trustee

THE FIRST NATIONAL BANK OF
EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, 111.

END OF RECORDED DOCUMENT