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This Indenture, Made 1977 , between Heritage/Pullman Bank and Trust COMPANY, an Illinois Corporation, 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 JANUARY 5th, 1977 and known as trust number 71-81499 herein referred to as "First Party," and HERITAGE/STANDARD BANK AND TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF (\$35,000.00) DOLLARS, THIRTY FIVE THOUSAND AND NO/100 ກາ ປາ navable to BEARER and delivered, in and by which aid Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreem and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate in installments as follows: THREE HUNDRED FIFTY FIVE AND NO/10 DOLLARS NINE (0) of JANUARY 19 78 and THREE HUNDRED FIFTY FIVE AND NO/100 DOLLARS on the first (1 day of

first (1) day of DECENDE 1992. All such payments on account of the indebtedness evidenced by said note to be first provided to interest on the unpaid principal balance and the remainder to principal; provided that the principal i each installment unless paid when due shall bear interest at the rate of max. Per cent per annum, and all coissid principal and interest being made payable at such banking house allowed by law or trust company in Illinois, as the holders of the CH1 CAGO note may, from time to time, in writing app int and in absence of such appointment, then at the office of

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

HERITAGE/PULLMAN BANK AND TRUST COMPANY

on the first (1) day of each and every month thereafter.

thereafter until said note is fully

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 are tations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where 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

> COOK COUNTY OF NO STATE OF ILLINOIS, to wit:

The South thirty (30) feet of the North seventy (70) feet of Block thirty six (36) in Young's Addition to Blue Island, a Subdivision of the East half $(\frac{1}{2})$ of the North East quarter $(\frac{1}{2})$ of Section thirty six (36), Township thirty seven (37) North, Range thirteen (13), East of the Third Principal Meridian.

Namo Carol Borello 1000 E. 111th Street AdGhigggo, Illinois, 60629

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, 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.

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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.

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 by 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 terolders of the note; (4) complete within a reasonable time any building or buildings now or at any time in precess 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 exect to the premises and the use thereof; (6) refrain from making material alterations in said premises exect to the quired by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish Trustee or to holders of the note duplicate receipts therefor; (8) properties of the contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance corporates of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indept does secured hereby, all in companies satisfactory to the holders of the note, under insurance policies, ayable, in case of loss or damage, to Trustee for the benefit of the holders of the note may be trusteed or the holders of the note may be trusteed or the hol
- 2. The Trustee or the holders of the note hereby see re? making any payment hereby authorized relating to taxes or assessments, may do so according to any kill, statement or estimate procured from the appropriate public office without inquiry into 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 without notice to 'irst 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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the injure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one level 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 control to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale rifex penditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' emerges 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 decret 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 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



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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 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.

- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable imes and access thereto shall be permitted for that purpose.
- S. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Truste. Pe obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the err s hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misco dutt or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exer wing any power herein given.
- 9. Trus ce deal 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 thereof, 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 and exhibit 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 original trustee 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 instrument identifying same as the note described herein, is any accept as the genuine note herein described any note which may be presented and which conforms it 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 it writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been record at a filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the country in 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.

The first party hereby waives any and all rights of redempt on from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgement creditors of the first party acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by Heritage/Pullman Bank and 'pust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred up in and vested in it as such Trustee (and said Heritage/Pullman Bank and Trust Company, hereby warrants that it passe sees full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Heritage/Pullman Bank and Trust Company, personally to pay the said note or any interest that may accrue thereon, or a prindebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such 'ability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Heritage/Pullman Bank and Trust Company, 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 enforcer accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcer accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcer accruing hereunder, if any.

IN WITNESS WHEREOF, Heritage/Pullman Bank and Trust Company, 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 Secretary, the day and year first above written.

HERITAGE/PULLMAN BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

Vinne_

Assistant Secretary

Vice-President

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			Vice-Pres	ident of Heritage/P ROSE E. DIONNE		Assistant Se	
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END OF RECORDED DOCUMENT