NOFFICIAL CO

A CONTROL OF THE CONT Roselle State Bank and Trust Company, a corporation organized and existing under 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 12/1/75 and known as trust number herein referred to as "First Party," and ROSELLE STATE BANK AND TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAX, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date her swith in the PRINCIPAL SUM OF Twenty-five thousand and no/100 - - - - - - (\$25,000.00) - - - - - - - - DOLLARS, made payable of FFARER and delivered, in and by which said Note to First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and b reinafter specifically described, the said principal sum in monthly instalments as follows: Two hundred sixteen and 96/100 - - - (\$216.96) - - - - - DOLLARS 19 77, and -- (\$216.96) -- -- on the 20th day of March on the day or er.ch thereafter, to and including the 20th month 19 32, with a final payment of the balance due on the 20th January day of 19 92, with interest on the principal balance from time to time unpaid at the rate -87per cent per annum payable monthly.

Each of said instalments of principal bearing interest after maturity at the highest legal rate per annum, and all of said principal and interest being made payable at such backing house or trust company in Roselle,

Illinois, as the legal holders of the note may, from time to vine, in writing appoint, and in absence of such Roselle State Bank and irust Company appointment, then at the office of

NOW, THEREFORE, First Party to secure the payment of the Lid 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 bareby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee in successors and assigns, the

following described Real Estate situate, lying and being in the

Cook AND STATE OF ILLINOIS, to-wit: Unit 8-A-2 in Del Lago Vi las Condominium as delineated on survey of certain parts of the East 1/2 of the South East 1/4 of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian (tereinafter referred to as "Parcel"), which is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee uncer Trust Agreement dated October 6, 1970 and known as Trust Number 41360 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 22385436 as amended from time to time, together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) all in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY CLIFFORD D. PETERIEN ROSELLE, ILLINOIS EUITZ

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 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 external controlled.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

A STATE AND A STATE OF THE STAT

- 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 tharge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence a de 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 premises; (5) couply with all requirements of law or municipal ordinances with respect to the premises and the use there); (6) refrain from making material alterations in said premise except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special as easy ents, water charges, sewer service charges, and other charges against the premises when due, and upon voit en request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay it full core, protest in the manner provided by statute, any tax or assessment which First Party may desire to concest. (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and extended coverage under policies providing for payment by the insurar, e policies payable, in case of loss or damage, to Trustee for the holders of the note, under insurar e policies payable, in case of loss or damage, to Trustee for the hence and in case of insurance about to expire, to deliver renewal policies, to holders of the note, under insurar e policies payable, in case of loss or damage, to Trustee for the hence and in case of insurance abo
- 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 matement or estimate produced 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 this Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstone 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) is 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 expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration of otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any soil of oreclose the lien hereof, there shall be allowed and included as additional indebtedness 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 items to be expressed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, marantee 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 or to 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 forclose 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

23 938 038

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, 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 foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or control decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a self-and deficiency.

- 7. Trucee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 8. Trustee 'as no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by 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 argumence or misconduct or that of the agents or employees of Trustee, and it may require indemnities atisfactory 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 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 success or 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 to be a certificate on any instrument identifying same as the original trustee and it has never executed a certificate on any instrument identifying same as the original trustee and it has never executed and which 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 virting filed in the office 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 Deed's of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust her under 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 ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority confurred upon and vested in it as such Trustee (and said ROSELLE STATE BANK AND TRUST COMPANY, here by warrants that it possesses full power and authority to execute this instrument), and it is expressly understrod 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 ROSELLE STATE BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any coverant either express or implied herein contained, all such liability, 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 ROSELLE STATE 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 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, ROSELLE STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

SELLE.

ROSELLE STATE BANK AND TRUST COMPANY As Trustee as aforesaid and not personally.

By Francis Olbert

ATTEST ASSISTANCE

Assistant Secretary

3 938 038

24 359 145

UNOFFICIAL COPY

	70 ON II	, more					
	TE OF H	ss.					
000		I, a Notary CERTIFA	Y, that SSI Trust Off Clifford D. Bank, who	Erwin 0. Cicer of the Ro	County, in the State Elbert oselle State Bank and T y known to me to be going instrument as st appeared before me to	rust Company,	and Secretary
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 Secretary then and there acknowledged that. he as custodian of the corporate seal of said Bank to said instrument as he sold bank, did affix the corporate seal of said Bank to said instrument as he sold bank to said instrument as he sold bank to said instrument as a Trustee as aforesaid, for the uses and purposes therein set forth. 21 N under my hand and notarial seal, this 14th 32 January A. D. 19.77							
O Page	COUNTY	May 23 12 58 P	ORD	102		Notary P. Notary	
The Instalment Note mentioned in the	within Trust Deed has been identified herewith under Identification No.	Тлияее.	IMPORTANT	For the protection of both the borrower and lender, the note secured by this Trust Deed should be iden-	tined by the Trustee named herein before the Trust Deed is filed for record.		Har 13 S on AH '78
BOX 533	TRUST DEED	ROSELLE STATE BANK AND TRUST COMPANY as Trustee To	Trustee		Mail To: Roselle State Bank & Trust Co. Mortgage Loan Dept. P. O. Box 200 Roselle, IL 60172	ROSELLE STATE BANK AND TRUST COMPANY ROSELLE, ILLINOIS	S. H. I. G. G. P. D. K. Marker and us.

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY OF DUPAGE

> . Marilyn. Johnston. a Notary Public, in and for said County, in the State aforesaid, DO HEREBY N CERTIFY, that Erwin O. Elbert,

Clifford D. Petersen

..... Ass't. Trust Officer of the Roselle State Bank and Trust Company, and

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Secretary, 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 Secretary then and there acknowledged that..... as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as own free and voluntary act of said Bank. . Assistant Secretary

...... 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.

GIVEN under my hand and notarial seal, this da,
Or County Clark's Office