

TRUST DEED

1980 APR 10 PM 2:42 25420905

APR-10-80 2 8 1 2 9 4 25420905 A - REC 11.15

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 26, 1980, between La Grange State Bank, an Illinois corporation, of La Grange, 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 12/27/78 and known as trust number 1955, herein referred to as "First Party," and FIRST NATIONAL BANK OF EVERGREEN PARK

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a Principal note bearing even date herewith in the Principal Sum of

TWO THOUSAND TWENTY SEVEN THOUSAND DOLLARS & NO/100 (\$22,000.00) Dollars,

made payable to BEARER and delivered, in and by 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 as follows:

TWO THOUSAND SEVEN HUNDRED FORTY & NO/100 (\$2,740.74) Dollars on the Tenth day of May, 1980 and TWO THOUSAND SEVEN HUNDRED FORTY & NO/100 (\$2,740.74) Dollars on the Tenth day of each and every month, until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 26th day of March, 2000. Said

Installments include both principal and interest, with interest on the balance of the principal sum remaining from time to time unpaid calculated at the rate of 13 1/2 per cent per annum, until said Note is fully paid;

principal bearing interest after maturity at the rate of 13 1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in EVERGREEN PARK, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of FIRST NATIONAL BANK OF EVERGREEN PARK in said City,

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

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 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:

SEE RIDER ATTACHED

- Parcel 1. That part of LOT FIVE in Block 9 in Oak Lawn (hereinafter described) falling within the following described parcel of land: That part of Lot 5 in Block 9 and that part of the North Half (1/2) of the vacated alley lying South of said Lot 5 in Block 9, bounded and described as follows: Beginning at a point that is 16.0 feet South of the original North line of said Lot 5 and that is 28.18 feet East of the West line of said Lot 5; thence Southerly along, a straight line, a distance of 124.0 feet to a point in the centerline of said vacated alley that is 28.46 feet East of the West line of said Lot 5 (extended South); thence Easterly along the centerline of said vacated alley, a distance of 24.34 feet to the East line of said Lot 5, (extended South); thence Northerly along said East line of Lot 5, a distance of 124.0 feet to a point that is 16.0 feet South of the original North line of said Lot 5; thence Westerly along a line 16.0 feet South of and parallel to the original North line of said Lot 5 a distance of 24.62 feet to the place of beginning.....(5) Said Oak Lawn located on a portion of the East Half (1/2) of the Southwest Quarter (1/4) of Section 4, and a portion of the North (1/2) of the Northwest Quarter (1/4) of Section 9, both of Township 37 North, Range 13, East of the Third Principal Meridian.
- Parcel 2. LOT FIVE in Block 9 in Oak Lawn, (hereinafter described) (except the North 16.0 feet thereof; and excepting therefrom that part thereof falling within the following described parcel of land: That part of Lot 5 in Block 9 and that part of the North Half (1/2) of the vacated alley lying South of said Lot 5 in Block 9, bounded and described as follows: Beginning at a point that is 16.0 feet South of the original North line of said Lot 5 and that is 28.18 feet East of the West line of said Lot 5; thence Southerly along a straight line, a distance of 124.0 feet to a point in the centerline of said vacated alley that is 28.46 feet East of the West line of said Lot 5 (extended South); thence Easterly along the centerline of said vacated alley, a distance of 24.34 feet to the East line of said Lot 5 (extended South); thence Northerly along said East line of Lot 5, a distance of 124.0 feet to a point that is 16.0 feet South of the original North line of said Lot 5; thence Westerly along a line 16.0 feet South of and parallel to the original North line of said Lot 5, a distance of 24.62 feet to the place of beginning.....(5) Said Oak Lawn located on a portion of the East Half (1/2) of the Southwest Quarter (1/4) of Section 4, and a portion of the North Half (1/2) of the Northwest Quarter (1/4) of Section 9, both of Township 37 North, Range 13, East of the Third Principal Meridian.
- Parcel 3. The West 93.6 feet of Lot 6 (as measured on the North Line of said Lot 6) together with the South half of the vacated alley lying North of and adjoining the said part of Lot 6 all in Block 9 in Oak Lawn located on a portion of the East half of the South West quarter of Section 4 and a portion of the North half of the Northwest quarter of Section 9 all in Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

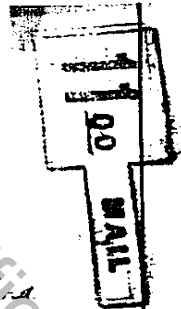
25420905 Office

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mail to:

THIS INSTRUMENT WAS PREPARED BY  
First National Bank of Evergreen Park  
3101 W. 95th ST.  
EVERGREEN PARK, ILLINOIS 60441  
ROBERT E. HOMS,  
Vice President and Trust Officer



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 par 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.  
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 to holders of the notes; (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) refrain from making material alterations in said premises except as required 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 to Trustee or to holders of the note duplicates receipts therefor; (8) pay in full under protest, 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 damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to 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 payable, in case of loss or damage, to Trustee for the benefit of the

NAME \_\_\_\_\_  
D STREET \_\_\_\_\_  
E CITY \_\_\_\_\_  
L \_\_\_\_\_  
I \_\_\_\_\_  
V \_\_\_\_\_  
E \_\_\_\_\_  
R \_\_\_\_\_  
Y \_\_\_\_\_  
INSTRUCTIONS \_\_\_\_\_ OR \_\_\_\_\_  
RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

\_\_\_\_\_  
\_\_\_\_\_

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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 expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, discharge, or release for each matter concerning which action hereinafter authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of six per cent per annum, inaction of Trustee or holders of the note shall never be considered as a waiver 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 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 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 First 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 payments of any installment 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 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 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 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 herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of six 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, in 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 a right to foreclose whether or not actually commenced; or (c) preparations for the bringing 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 liens which constitute a lien in priority to the lien hereof, including all such items as are evidenced by the note, with interest thereon as herein provided; third, of principal and interest remaining unpaid on the note; fourth, any surplus 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 hereby secured by this trust deed 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 the right to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and during the pendency of the foreclosure proceedings, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, or any of them, shall be a party, either as plaintiff, claimant or defendant, in such suit, and all other powers which may be necessary or proper in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall have authority to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or (2) any decree foreclosing this trust deed, or (3) any 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, if any, in case of a foreclosure sale.

7. Trustee 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 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 shall Trustee be liable hereunder, except in the event of its own gross negligence or misconduct or that of its 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 indebtedness secured by this trust deed has been fully paid, and that the payment of the indebtedness hereby secured by this trust deed has been made, 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, a certain 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 been executed a certificate on any instrument identifying same as the note described herein. It may accept as the genuine note herein described 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 office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, liability or release of Trustee, the then Recorder or Registrar of Deeds of the county 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.

11. It is the intent hereof to secure the payment of the note herein secured, whether the entire amount shall be advanced to the mortgagor or to its successors in title, at the date hereof, or at a later date, or having been advanced to the mortgagor or to its successors in title, shall have been repaid in part and further advancements made at a later date, which advancements shall be on the entire amount of the principal sum of the indebtedness secured by the amount named in said note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or agreement executed by the mortgagor or its successors in title. Notwithstanding any other provisions herein contained, upon presentation of the note described herein and identified herewith marked paid or cancelled, the Trustee is authorized to release this Trust Deed and the Lien Hereof.

12. Note hereinafter 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, insurance premiums and other charges.

13. The mortgagor hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by the La Grange State Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Grange State Bank hereby warrants that it possesses the 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 La Grange State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by First Party 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 La Grange State Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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 legal action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, La Grange State Bank, 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.

LAGRANGE STATE BANK As Trustee as aforesaid, and not personally,

By *Mary G. Swezenski* VICE PRESIDENT

Attest *Mary G. Swezenski* ASSISTANT SECRETARY  
Asst. Trust Officer.

I, the undersigned

STATE OF ILLINOIS } ss. a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that  
COUNTY OF COOK } *Mary G. Swezenski*

*MARY G. SWEZENSKI*  
Vice President of the LAGRANGE STATE BANK, and

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names and addresses are set forth in the foregoing instrument as such Vice-President and Assistant Secretary, respectively appeared before me this 4th day of April, 1925, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and that they are duly authorized to execute the same for the purposes therein set forth; and the said *Mary G. Swezenski* is duly authorized to execute the same for the purposes therein set forth; and the said *Mary G. Swezenski* is duly authorized to execute the same for the purposes therein set forth; and the said *Mary G. Swezenski* is duly authorized to execute the same for the purposes therein set forth; and the said *Mary G. Swezenski* is duly authorized to execute the same for the purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of April, 1925.

*Mary G. Swezenski*  
Notary Public

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the Trust Deed has been identified herewith

under identification No. 8025

*Mary G. Swezenski*  
Vice President and Trust Officer

1925 APR 4 11:11 AM