

659762 This Indenture,

25537527

July 3, 1980 , between

Central National Bank in Chicago, a National Banking Association, 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 July 2, 1980, and known as trust number 24403

herein referred to as "First Party," and CHICAGO TITLE 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

One Hundred Sixty-Three Thousand Three Hundred (\$163,300.00) -----DOLLARS,

made payable to 3EARER and delivered, in and by which said Now an First Party promises to pay out of that portion of the trust estate subject to and delivered, in and by 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

(\$1,800.00) of 12% per cent per annulum in installments as follows: One Thousand Eight Hundred/Dollars,

on the 1st January, 1981, and One Thousand Eight Hun-Dollars

dred (\$1,800.00)
thereafter until said note is fully

day of each and every month on the lst

paid zergykikatetiye fosi nagromatente ortorisatentek hatennie hiereknikolory jaldeknikolokeknikolory hiereknikolory jaldeknikolory jaldekni

XY All such payments on account of the indebtedness evidenced by said note to be first applied to intro. ton the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of gener per cent per annum, and all of said principal and interest being made payable at

twelve such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in besence of such appointment, then at the

office of Bernard Allen Fried, 134 North LaSalle Street

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 limitatio is if this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where it is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its luccessors and assigns, the following described Real Estate situate, lying and being in the City of Chicago AND STATE OF ILLINOIS, to-wit: COUNTY OF COOK

The Westerly 100 feet of Lot 155 and the Westerly 100 feet of the South half of Lot 153, and all running West of a line drawn through the center of said Lots and running parallel with Bond Avenue in Division 1 in Westfall's Subdivision of 208 Acres and being the East half of the Southwest quarter and the fractional Southeast quarter of Section 30, Towns 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7763-67 S. South Shore Drive and 3000-200 East 78th Street, Chicago, Illinois.

COCK COUNTY, ILLINOIS FILED FOR RECORD

Sidney H. Olson RECORDER OF DEEDS

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PREPARED BY! BERNARD A. FRIED

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

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so lorg 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 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 aid premises in good condition and repair, without waste, and free from mechanic's or other lists 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 note; (4) complete within a reason ole 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 nunicipal 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 up a vritten request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in (1) order protest in the manner provided by statute, any tax or assessment which First Party may desire to car test; (9) keep all buildings and improvements now or hereafter situated on said premises insured against two and any payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in (1) the indebtedness secured hereby, all in companies satisfactory to the holders of the holders of the note, under mourance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, under mourance policies, including additional and renewal policies, to holders of the note, and in case of insurance about to of this paragraph.
- 2. The Trustee or the holders of the note hereby secured 'm' ing any payment hereby authorized relating to taxes or assessments, may do so according to any 'vil', 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, notwithstan'n's 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 event of the failure of First Party or its successors or assigns to do any of the things specifically set out 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 othe wise, 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 sole; 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 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. 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

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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 attutory 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 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. Thustee 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 be aliquited to record this trust deed or to exercise any power herein given unless expressly obligated by the term, nereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence of reisconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory is defore 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 delive a release hereof to and at the request of any person who shall, either before or after maturity thereot, 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 lears 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 the least 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, it may accept as the genuing note herein described any note which may be presented and which conforms in substance with the lescription herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing fied 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 Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder chall 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.

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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 made and intended, not as personal covenants, undertakings and agreements of the Trustee, nam d ar I referred to in said Agreement, for the purpose of binding it personally, but this instrument is the toward and delivered by the Central National Bank in Chicago, as Trustee, solely in the exercise of the toward conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not shall at any time be asserted or enforced against, the Central National Bank in Chicago, its agents, or exployees, 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, 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 Central National Bank in Chicago, 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 of 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, CENTRAL NATIONAL BANK IN CHICAGO, 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 the state of the day and year first above written.

CENTRAL NATIONAL BANK IN CHICAGO

Trustee as aforesaid and not per

STATE OF ILLINOIS COUNTY OF CALL

25537527

CAROL CLIFFCRD

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RIVER & GOODMAN

CENTRAL NATIONAL BANK IN CHICAGO, and

J. PETER MORROW *

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and Appearance of the 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 Cashier 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 venuatary act and as the free and voluntary act of said Bank, as Frustee as aforesai', for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

day of

TRUST COMPANY, THUSTER The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 5327252. HICAGO TITER

Deed should be identified by the Trustee For the protection of both the borrower and lender, the note secured by this Trust named herein before the Trust Lees is IMPORTANT

Central National Bank in Chicago Chicago, Illinois

Box **BO**X 533

Central National Bank in Chicago

Trustee