25550868

This Indenture, Made

August 11th.

19 80, between

First National Bank of Evergreen Park, 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 May 13, 1970 and known as trust number

herein refer ed to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to a TRUSTEE, witnesseth:

THAT, WHELVAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRI CUPAL SUM OF

TWELVE THOUSAND NO.LARS AND NO.100....(\$12,000.00)....

made payable to BEARER and delivered, in and by which said Note the First Prop promises to pay out of that portion of the trust estate subject to said Trust Agreement and herein nor specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate

of 11.5per cent per annum in installments is follows:

(\$140.18) ONE HUNDRED FORTY DOLLARS & 18/100 DOLLARS

19 80 nd day of September

(\$140.18)
ONE HUNDRED FORTY DOLLARS & 18/100 DOLLARS

on the 20th

day of each and every mark

thereafter until said note is fully

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

11th day of August 19 95. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the uniaid principal balance and the remainder to principal; provided that the principal of each installment "..." so paid when due shall bear interest at the rate of 13.5 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 o' such appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

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 trus and, 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 successor, and assigns, the following described Real Estate situate, lying and being in the

AND STATE OF ILLINOIS, to-wit:

Lot 32 (except the North 1/2 thereof) and all of Lot 31 in Block 2 in Park Highlands, a subdivision of Lot "A" in the Resubdivision of Block 5 in Homestead Addition to Washington Heights, a Subdivision of the North 1/2 of the North East 1/4 of Section 11, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois....

THIS HISTRUMENT WAS PREPARED BY, First Rational Bank of Evergreen Park 101 W. 95th ST.

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

TOGETHER with all improvements, tenements, casements, 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.

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 or 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 express!, so'ordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or char 2 on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the alienbarge 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) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) complete within a reasonable time any building material alterations in said premises except as required that was any benefit of the same or to pay in the manner provided by statute, and other charges against the premises when due, and upon writte, request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under pote in the manner provided by statute, any tax or assessment which First Party may desire to contest; (3) keep all buildings and improvements now or hereafter situated on said premises insured against loss or amage 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 lost beddenses secured hereby, all in companies satisfactory to the holders of the note, under insurance about o expire, to deliver renewal policies, to holders of the note, and in case of insurance about one sprayable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such affects of expiration, 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 ucli bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 3. At the option of the holders of the note and without notice to First Part; its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding any ning 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 great 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 f reclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale an 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 ali 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 13.5 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 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 i part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, sp. ial 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 7. ... 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 lity 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, are be liable for any acts or omissions hereunder, except in case of its own gross negligence or miscindict or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it hefre exercising any power herein given.
- 9. Trustee shall release this cru t sheed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all or bedeness 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 whibit 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 bears a per ificate of identification purporting to be executed by a prior trustee hereunder or which conforms in surfame 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 never executed a reflecte on any instrument identifying same as the note described herein, it may accept as the genuine are 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 file! in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or fied. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the can'y in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder she'l 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. 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, insurance premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Truster 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, named and recover to insaid Agreement, for the purpose of binding it personally, but this instrument is executed and cell vered by 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 employens, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal notentained, 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 & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

RST NATIONAL BANK OF EVERGREEN PARK

istern Trust Officer

BOX 533

25550868

SUPERIOR IS NOT BEEN AND ASSESSMENT

UNOFFICIAL COPY

STATE OF	· · ·]				
COUNTY OF CA	90K} ss.				÷ 1.
I,Lois A. McFee					
	a Notary F	ublic, in and f	or said County, in	the State afores	aid, DO HEREBY
	CERTIFY, th	at	ROBERT M. HONIG		<i></i>
S	enior Vice-Presiden	t and Trust Office	of the FIRST NATIO	NAL BANK OF E	VERGREEN PARK, EXEMPLE Trust Officer, e names are subscrib- d Assistant Trust Of- that they signed and
and <u>JOSEPH C. FANELLI Vice President ASSERTED</u> Trust Officer,					
of livered the said instrument as their own free and voluntary act and as the free and voluntary act of aid Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of aid Bank, did affix the corporate seal of said Bank to said instrument as his 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 thirteenth					
and the same	day of	August		A En	A.D. 19 <u>80</u> .
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			My commission exp	oires:	,
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The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 8043 FIRST NATIONAL BANK OF EVERGREEN PAI	100	IMPORTANT For the protection of both the bor	rower and lender, the note secured by this Trust Deed should be identi- fied by the Trustee named berein be- fore the Trust Deed is filed for record.		OH'S
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