

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1980 NOV -5 AM 9:35

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NOV 5 10 06 AM '80
66-6051
16-20(PI)

THE ABOVE SPACES FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 24, 1980, between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, 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 June 17, 1969 and known as trust number 11 2179, 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 an instalment note bearing even date herewith in the Principal Sum of

SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00)..... Dollars,

made payable to BEAREN 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 and interest from

on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum in instalments as follows:

THREE HUNDRED FIFTY THREE DOLLARS AND 93/100...(\$353.93)

Dollars on the 25th day of November 1980 and THREE HUNDRED FIFTY THREE DOLLARS & 93/100 (\$353.93)

Dollars on the 25th day of each & every month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 24th day of October 1982. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest after maturity at the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Evergreen, 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,

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

AND STATE OF ILLINOIS, to wit:

Lots three hundred five (305) and three hundred six (306) in Frank DeLugach Beverly Hillcrest Subdivision in the East half of the Southwest quarter of Section 12 (12), Township thirty seven (37) North, Range thirteen (13) East of the Third Principal Meridian, according to the plat recorded May 27th, 1947 as document 9667375 in Cook County, Illinois.

10.00

THIS INSTRUMENT WAS PREPARED BY:
First National Bank of Evergreen Park
2948 W. 101st St.
EVERGREEN PARK, ILLINOIS 60642

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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 as 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, ladder 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 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 notes duplicate 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 windstorms 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the 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

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NAME
STREET
CITY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER 223

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

2948 W. 101st St.
Evergreen Park, IL 60642

to expire, to deliver renewal policies not less than ten days prior to the respective date 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, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or against any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum, fraction 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.

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THIS TRUST DEED is executed by Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in said Albany Bank and Trust Company N.A., hereby warrants that it possesses 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 said First Party or on said Albany Bank and Trust Company N.A., personally to pay the said note or any interest that may accrue hereon, or any extension or renewal thereof, or to perform any covenant, condition or obligation contained therein, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors, heirs, assigns, personal representatives, executors, administrators, trustees, agents, attorneys, or assigns, or the 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 hereof, 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, Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A. As Trustee as aforesaid and not personally,
By *[Signature]* LAND TRUST OFFICER
Attest *[Signature]* ASST. VICE PRESIDENT

I, the undersigned
Dorothy Denning, Land Trust Officer
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that



JACK R. HAUGEN, ASST VICE PRESIDENT
Assistant Cashier of said Bank, who has been shown to me to be one of the persons whose names are subscribed to the foregoing instrument as such, came before me on 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 and I then and there acknowledged that we were duly qualified to perform the duties of our respective offices and that we were duly sworn to perform the same, and that we were duly qualified to perform the duties of our respective offices and that we were duly sworn to perform the same, and that we were duly qualified to perform the duties of our respective offices and that we were duly sworn to perform the same.

Given under my hand and Notarial Seal this 27th day of October, 19 80
[Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEENAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
The Installment Note mentioned in the within Trust Deed has been identified here-with under Identification No. 8059
FIRST NATIONAL BANK OF EVERGREEN PARK
[Signature] ASST. TRUST OFFICER