25<sub>687660</sub>

This Indenture, Made

November 22,

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 November 7, 1980

and known as trust number 6091

herein re eri d to as "First Party," and FIRST NATIONAL BANK OF EVERGREEN PARK

herein referr u to as TRUSTEE, witnesseth:

THAT, WF EREAS First Party has concurrently herewith executed an installment note bearing even date herewith in 'ne 'RINCIPAL SUM OF

TWO HUNDRE) THOUSAND DOLLARS AND NO/100...(\$200,000.00)----

made payable to BEARER and delivered, in and by made payable to BEARER and delivered, in and by which said Note the First Jarty promises to pay out of that portion of the trust estate subject to said Trust Agreement and nereinafter specifically described, the said principal sum and interest

n the calance of principal remaining from time to time unpaid at the rate

of 12-3/4 per cent per annum in installments as fc lows: TWO THOUSAND, THREE HUNDRED SEVEN & /DOLLARS 1087 and TWO THOUSAND, THREE HUNDRED SEVEN & / DOLLARS X on the 20th day of December

on the 20th day of each and every month

thereafter until said note is fully \

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

22nd day of November 18k 2000 All stch p yments on account of the indebtedness x evidenced by said note to be first applied to interest on the unnaid principal balance and the remainder to principal; provided that the principal of each installment talks paid when due shall bear interest at the rate of 14-3/aper 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 auc'l appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

NOW, THEREFORE, First Party to secure the payment of the said principal um of money and said interest in accordance with the terms, provisions and limitations of this truit deed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack owledged, 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

COUNTY OF

AND STATE OF ILLINOIS, to-wit:

Lot 15 in Clem B. Mulholland's Carriage Hill, a Subdivision of part of the North East 1/4 of Section 32, Township 37 North, Range 13 East of the Third Principal Maridian according to the plat thereof recorded May 23, 1969 as Document No. 20850917 in Cook County, Illinois.

TO NOV 25 15 12 12

Lilry N. Obens 25680660

THIS INSTRUMENT WAS PREPARED BY First National Bank of Evergreen Park 3101 W. 95th ST. EVERGREEN PARK, ILLINOIS 60642

DEAN D. LAWRENCE

which, with the property neremafter 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, 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 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 not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured not expressly subordinated to the lien hereof, and upon request exhibit satisfactory by a lien or 'arge on the premises superior to the lien hereof, and upon request exhibit satisfactory by a lien or 'arge on the premises superior to the lien hereof, and upon request exhibit satisfactory by a lien or 'arge on the premises superior to the lien hereof, and upon request exhibit satisfactory by a lien or 'arge on the premises superior to the lien hereof, and upon request exhibit satisfactory by a lien or 'arge on the premises and the use thereof.' (6) refrain from making material alterations in said premises except as required and the use thereof.' (6) refrain from making material alterations in said premises except as required and the use thereof.' (6) refrain from making material alterations in said premises accept as required when due, and upon 'rit en request, to furnish to Trustee or to holders of the note duplicate receipts therewhen due, and upon 'rit en request, to furnish to Trustee or to holders of the note duplicate receipts therewhen due, and upon 'rit en request, to furnish to Trustee or to holders of the note duplicate receipts therewhen due, and upon 'rit en request, to furnish to Trustee or to holders of the note duplicate receipts thereof; (8) pay in ful. true 'rotest in the manner provided by statute, any tax or assessment which First for; (8) pay in ful. true 'rotest in the manner provided by statute,
  - 2. The Trustee or the holders of the note hereby seture I 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 lies or lite 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, notwith straining 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 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 accentation or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any full to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the d.c. ee 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evider to bidders of the note may deem to be reasonably necessary either to prosecute such suit or to evider to bidders at any sale which may be had pursuant to such decree the true condition of the title to or file value of the premises. All expenditures and expenses of the nature in this paragraph mentioned san's become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 14-3/4per 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 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

Property of Coot County (Clark's Office) The mortgagor hereby waives any and all rights of redemption or decree of foreclosure of this trust deed on its own behalf and on behalf or each and every person, except decree or judgement creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this trust deed.

/3 In the event of a sale by contract or transfer, or conveyance of the title to said premises, or any part thereof by these gages, and without the payment of a transfer see in accordance with the mortgagee's regulations then in effect, the entire unoption of the mortgagee, and the aforesaid sum shall bear interest from the date of said sale, transfer or conveyance at the

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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 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 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 decrees and the liency.

- 7. The tee 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. Trus ee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be D's ted to record this trust deed or to exercise any power herein given unless expressly obligated by the 'rm' hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence 'c misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactor v c it before exercising any power herein given.
- 9. Trustee shall relet se this trust deed and the lien thereof by proper instrument upon presentation of satisfactory eviden e hat all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and delter a release hereof to and at the request of any person who shall, either before or after maturity thereof, reduce and exhibit to Trustee the note representing that all indebtedness hereby secured has been jaid which representation Trustee may accept as true without inquiry. Where a release is requested of a recision 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 on behalf of First 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 genuine note herein described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described of the note and which purports to be executed on behalf of First Party. ports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in wring 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 Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust errounder 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. Note hereinbefore referred to contains the filliwing clause:

**经国际基** 

Said Note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, assessents, insurance premiums and other charges.

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 have in to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements of the Trustee named are made and intended, not as personal covenants, undertakings and agreements of the Trustee named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is exercise and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the process conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, as a sum 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 unived a eleased by the party of the second part or holders of said principal or interest notes hereof, and yall persons claiming by or through or under said party of the second part or the holder or holders, when 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.

(// NO.)

resident

xxx Vice President

**256**89369

# **UNOFFICIAL COPY**

COUNTY OF COOK	ss.	nne Moylan  For said County, in the State af	oresaid DO HEREBY	, x
	•	ROBERT M. HONIG	Sr.	_
	Vice-President and Trust Officer of the FIRST NATIONAL BANK OF EVERGREEN PARK,			•
	and JOSEPH C. FANELLI Vice Presi			•
Vice P. s.	ed to the foregoing instrument a flow, respectively, appeared befulered the said instrument as to fail Bank, as Justee as afor Assistant Kales (1958), then and of said Bank, did affix the corr	whown to me to be the same persons we such Vice-President and Trust Officer ore me this day in person and acknowle their own free and voluntary act and as resaid, for the uses and purposes there I there acknowledged that he, as custod orate seal of said Bank to said instrurt voluntary act of said Bank, as Trustee	, and ASSECTITE REVEAULA- deed that they signed and the free and voluntary act in set forth; and the said lian of the corporate seal nent as his own free and	
	CIVEN under my hand and	•	<del></del>	<i>x</i>
一次是	day of	November	A.D. 1980	Y
	9	une The	Notary Public.	· ×
•	SEAL:	My commission expires: 4-23-83	<u> </u>	
The Installment Note mentioned in the within Trust Decd has been identified herewith under Identification No	The President and Trust Officer  IMPORTANT	rower and lender, the note secured by this Trust Deed should be identified by the Trust Deed is filed for re-rd.	25680660 -	
TRUST DEED	cs Trustee To Trustoe	•	THE FIRST NATIONAL BANK OF EVERGREN PARK 3101 WEST 05th STREET EVERGREEN PARK, 11.L.	AND CONTRACTOR OF THE CONTRACT

END OF RECORDED DOCUMENT