# 

### 25938690

This, Indenture, Made June 23

19 81, between HYDE PARK BANK AND

TRUST COMPANY, an Illinois Corporation, 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 22, 1981

and known as trust number 593

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 FALCIPAL SUM OF FIFTEEN THOUSAND AND NO CENTS

DOLLARS.

made payable to BEARER

and delivered, in and by which said Note

the First Party promises to ray out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the sold mincipal sum and interest

on the balance of prin apar remaining from time to time unpaid at the rate of 14% per

cent per annum in installments as follows: \$770.20----- DOLLARS on the

day of August 15th

, 19 81 and \$720.20----- DOLLARS

on the day of each and month 15th

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

19 All such payments on account of the inday of debtedness 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 installment in less paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and in rest being made payable at such

Chicago banking house or trust company in 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

NOW, THEREFORE, First Party to secure the payment of the said principal survey money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also is consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by mese 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:

The South 1/2 of Lot 14 and all of Lot 15 in Block 24 in Johnston's Subdivision of the East 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois:

COOK COUNTY. ILLINOIS FILED FOR RECORD

Sidney R. Olson

1981 JUL 16 AM 10: 43

25938690

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 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, 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.

INSTRUMENT PREPARED BY ATTORNEY GL. CHERTKOW 1525 E.53rd St. Chicago.

#### 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 he eot (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hen hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to adders of the note; (4) complete within a reasonable time any building or buildings now or at any time in prices; of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with regree 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 thee, 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 duplicate receipts therefor; (8) pay in four under protest in the manner provided by statute, any tax or assessment which First Party may desire o ontest; (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 in noneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness sourced 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 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 an I renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies notices not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but recommend, make any payment or perform any act hereinbefore 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, ar 'nurchase, 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 contest any tax or assessment. All moneys paid for any of the jurposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' ees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the Nen hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized by be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and say ble without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee 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 vice for or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note of in this trust deed to the contrary, become due and payable (a) immediately in the case of default in makin; payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party of its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such difficult shall continue for three days, said option to be exercised at any time after the expiration of said three day person.
- 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 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 accural 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 r-incipal 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

959869

### NOTERNATEGIE

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 times 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 who or in part of:(1) The indebtedness secured hereby, or by any decree 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 or the holders of the note shall have the right to inspect the premises at all reasonable times and access the cor shall be permitted for that purpose.
- 8. Trustee has no out y to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record his trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agent's or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereit given.
- 9. Trustee shall release this trust died 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 deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the no e 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 government note herein described any note which bears a certificate of identification purporting to be executed by a prior rus ter hereunder or which conforms in substance with the description herein contained of the note and which purpo 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 gen line note herein described any note which may be presented and which conforms in substance with the cescription 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 case 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 premiss are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, overs and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable cor pensation for all acts performed bereunder.

THIS TRUST DEED is executed by HYDE PARK BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested. It is as such a such as a such as a such a such as a such as a such a such as a such a such as a s PARK BANK AND TRUST COMPANY, personally to pay the said note or any interest that may accrue there in or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee 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 HYDE PARK BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said the owner or owners of any indebtedness accruing hereunder shall look solely to the promises hereby note and the owner or owners of any indebtedness accruing 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 action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, HYDE PARK BANK AND TRUST COMPANY, 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.

HYDE PARK BANK AND TRUST COMPANY

As Trustee as aforesaid and not personally,

Vice-President

Assistant Secretary

# UNOPE O ALCONE

STATE O		a Notary Public TIFY, that  Casusta  Mullian of said Bank, we are subscribed to Secretary, respectively signed and as the free was and purpose ack to ledged the the corporate se act and to the free and purposes the	ho are to the ctively, deliver and the seal of a see and the cerein see	Vice-ly person forego appeared the volunt ein set as cu said E volunt to forth	President of HYE  President of HYE  Doddy  nally known to  ing instrument  red before me to  red before me to  red said instrum  ary act of said  forth; and the  satodian of the  sak to said in  ary act of said in	me to be to the same to be to the same to be to the same to the sa	nk and he same Vice-Pres person as own fr Trustee tant Sec seal of s his ow ustee as s	5.8 2.8	1 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
The Installment Note mentioned in the within Trust Deed has been identified have with under Identification No.	m. Hatllen M. Huk	day of	Jul	IMPORTANT	For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Truste named herein helose the Trust Need is said to	Jean D	. 19 <i>8</i> /	SERVICE STATE OF THE PROPERTY	
Box 533	TRUST DEED	HYDE PARK BANK AND TRUST COMPANY OS Trusiss To	Trustee				HYDE PARK BANK AND TRUST COMPANY	mally; Chicago S. J. PLAK 5. J. PLAK 7717 W 352	60150

END OF RECORDED DOCUMENT