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This Indenture, Made

June 18

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 21, 1979

and known as trust number

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

THAT, W.E.REAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PINCIPAL SUM OF

ELEVEN THOUSAND, PT'F YUNDRED DOLLARS AND NO/100....(\$11,500.00)...

DOLLARS.

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

(a t) e balance of principal remaining from time to time unpaid at the rate

per cent per annum in installments ? follows: ONE HUNDRED TWENTY THREE & 58/100 of (\$123.58) 19 79 and ONE HUNDRED TWENTY THREE & 58/100 day of August on the tenth

on the 10th day of each 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

18th day of June 1994. All such payments on account of the indebtedness evidenced by said note to be first applied to interest of the unpaid principal balance and the remainder to principal; provided that the principal of each installing unless paid when due shall bear interest at the rate of the per cent per annum, and all of said representations.

Illinois, as the holders of the such banking house or trust company in Evergreen Park such banking house or trust company in Evergreen Park

note may, from time to time, in writing appoint, and in absence of such appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

NOW, THEREFORE, First Party to secure the payment of the said orin ipal 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 headly acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its sucressions and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

COOK

AND STATE OF ILLINOIS, to-wit.

Lot 17 in Second Addition to C. A. Person's Subdivision being part of the East three quarters of the South West quarter of Section 9, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

which, with the property neremafter described, is referred to nerein as the "premises,"

which, with the property hereinatter described, is retered to helm as the promotes, MAXIMIM LEGAL RATE THEN IN EFFECT. tenements, essements, 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 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 reasonal-te 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 chereof; (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 2 assessments, water charges, sewer service charges, and other charges against the premises when due, and upo 1 written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in 10.1 uder protest in the manner provided by statute, any tax or assessment which First Party may desire to ontest; (3) 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 of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in "all the indebtedness secured hereby, all in companies satisfactory to the holders of the context and in case of insura a about to expire, to deliver newal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but n
- 2. The Trustee or the holders of the note hereby s cured making any payment hereby authorized relating to taxes or assessments, may do so according to taxes or estimate procured from the appropriate public office without inquiry into the acture y of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax i er 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, not vitus any inding anything in the note or in this trust deed to the contrary, become due and payable (a) improved 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 let forth in paragraph one hereof and such default shall continue for three days, said option to be work sed at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by accelerator or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any mit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the note for receive the lien hereof, there shall be allowed and included as additional indebtedness in the note for receive the note for attorneys' fees, appraiser's fees, outlays for documentary and extent evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be extended after entry of the decree) of procuring all such abstracts of title, title searches and examination, gulfrantee 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 chronic order 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 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.

 MAXIMUM LEGAL RATE THEN IN EFFECT.

 The proceedings of the proceeding to be a suit or to the security hereof, whether or not actually commenced.

MAXIMUM LEGAL RATE THEN IN EFFECT.

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

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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, worlded such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and decia ley.

- 7. Trust or the holders of the note shall have the right to inspect the premises at all reasonable times and argues thereto shall be permitted for that purpose.
- 8. Trusted Let up do duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be of gated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms detect, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or isoconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to be referred any power herein given.
- 9. Trustee shall rele se this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence Liat 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, pro lure 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 be as 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 to be all 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 power 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 power of the original trustee 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 wri ing find in the office of the Recorder or Registrar of Titles in which this instrument shall have been record d 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 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 init wing clause:

Said note also contains a promise by the maker of 17 of to deposit additional security for the payment of taxes, assertents, insurance premiums and other charges. premiums and other charges.

THIS TRUST DEED is executed by the undersigned Trustee, not personany, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything here in to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements are but made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, ramed and referred to in said Agreement, for the purpose of binding it personally, but this instrument is execued and and referred 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 in all at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, in employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principe. Ote contained, either expressed or implied, all such personal liability, if any, being hereby expressly wais ed and released by the party of the second part or holder or holders of said principal or interest notes here of, and by all persons claiming by or through or under said party of the second part or the holder or holders, and 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 contained and 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, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and teal first above written.

ATTEST

ATIONAL BANK OF EMPRERSON PARK FIRST MINE TO A

Senion

Assistant Ceshier Vice President

Officer

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| | | e, in and | for se | aid County | , in the State a | foresaid, DO H | EREBY & |
| | CERTIFY, that ROBERT M. HONIG | | | | | | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |
| Senior | Vice-President o | f the FI | ET NAT | TONAL BAN | K OF EVERGREEN | Park, and | બે |
| | JOSEPH C. FANELLI Vice President & Trust Officer, or Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Cashier, or Trust Officer, 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 aforesaid, for the uses and purposes therein set forth; and the said Assistant C shier then and there acknowledged that they, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their own ree and voluntary act and as the free and voluntary act of said Bank, as Trustee as of easid, for the uses and purposes therein set forth. | | | | | | |
| ·/Nora | | | nd and | notarial sea | d, this 22nd | *************************************** | |
| | day of Jure |) | | | | A. D. 19.75 | 9 |
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| Tender | , L | 120 | | 4 | | STATE OF BLINOS EXPERTS APR. 23 1983 Note: ASSOC. | |
| The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No7957 | Vice President and Thust Office, | IMPORTANT | For the protection of both the bor- rower and lender, the note secured | by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record. | | Cotto | S0791 curoum removed. |
| BOX 223 BOX 223 TRUST DEED THE FIRST NATIONAL BANK OF EVERGREEN PARK | as Trustee To | Trutee | · | | | THE FIRST NATIONAL BANE OF EVERGREEN PARK 3,01 WEST 05TH STREET EVERGREEN FARK, ILL. | |

END OF RECORDED DOCUMENT