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

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This Indenture, Made

July 9

19 79 . 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 Sept. 9, 1978

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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, WHEREAS First Party has concurrently herewith executed an installment note bearing even aste herewith in the PRINCIPAL SUM OF

TV JUNDRED THIRTY FIVE THOUSAND AND HO/100 ---- (\$235,000.00) --- DOLLARS.

made parable to BEARER and delivered, in and by which so's Note the First Party promises to pay out of that portion of the trust estate subject to said Trist Agreement and hereinafter specifically described, the said principal sum and interest

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

of 1112 per cent per annum in installments as follows: TWO THOUSAND FIVE HUNDRED SIX & 12/100DOLLARS

d.v. of Deptember 1979 and THOUSAND FIVE HUNDRED SIX & 12/100 DOLLARS on the

lst and every month day of erth -- thereafter until said note is fully

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

evidenced by said note to be first and d to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of 13 12 per cent per annual, are all of said principal and interest being made payable at ∴ 9th day of

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 such appointment, then at the

office of FIRST NATIONAL BANK_OF EVERGREEN FARV.

in said City.

NOW, THEREFORE, First Party to secure the p'y ent of the said principal sum of money and said interest in accordance with the terms, provisions and in itations 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, allen and convey under the Trustee, its successors and assigns, the following described Real Estate situate; lying and being in the

AND STATE OF ILLINOIS, '- W' ...

LOT 8 IN SLOCK 12 IN ROBERT BARTLETT'S 95TH STREET HOMESITES, BEING AND SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART CONVEYED TO THE CHICAGO AND CALUMET TERMINAL RAILROAD BY DEED RECORDED AUGUST 21, 1989 AS DOCUMENT 114-504F AND EXCEPT THAT PART THEREOF CONVEYED TO THE BALTINORE AND ONIO CHILAGO TERMINAL RAILROAD COMPANY BY DEED RECORDED AUGUST 6, 1929 AS DOCUMENT 10447349 AND ALSO EXCEPT ALL THAT PART THEREOF LYING BETWEEN A LIFE DRAMN PARALLEL TO AND 1209 FEET NORTH OF SOUTH LINE OF SAID NATH WEST 1/4 OF SECTION 7 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF AFCASAID BALTIMORE AND DHIO CHICAGO TERMINAL RAILROAD IN COOK COUNTY, JLLINDIS

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.

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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 auperior 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 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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premise 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 note 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 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 indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance about to expire, to deliver renewal policies not less than ten days urior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, mak of this paragraph
- 2. The Trulite of the holders of the note hereby secured making any payment hereby authorized relating to taxes or issessments, may do so according to any bill, statement or estimate procured from the appropriate will office without inquiry into the accuracy of such bill, statement or estimate or into the validity of an / tat, issessment, sale, forfeiture, tax lien or title or claim thereof.
- 3. At the option of the molders of the note and without notice to First Party, its successors or assigns, all unpaid indebtednes secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrar, become due and payable (a) immediately in the case of default in making payment of any instalmen of principal or interest on the note, or (b) in the event of the failure of First Party or its successors of assigns to do any of the things specifically set forth in paragraph one hereof and such default shall could use for three days, said option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby s cur d shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have a right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and in and d as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or for red by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraises a fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (set) may be estimated as to live to be expended after entry of the decree) of the sale of the sale and expert evidence, stenographers' charges, publication costs and costs (set) may be estimated as to live at the acceptance of the decree of the decre
- ripe order of priority: First, on account of all coses and expenses incides to the for the principe of such that we are reculting to the principe at such that we are reculting to the principe at such that we are reculting to the principe persons in the relative secured incidentases acceptant to the relative secured incidents and obscult to the relative secured in the principal and interest thereto as berefor serviced; third, all principal and interest that any overplus to First Party, its legal representatives or calligns, at 19 at 15.
- A. Upon, or at any time after the filing of a bill to foreclose this treat deed, but is find may appear a requirer of said premises. Such agreeinment may be firer said, without nation, without regard to the coresery of a servency at the

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hereby, and without regard to the then value of the parameter of whether the same shall be then corrected as a homesteed. The content of any hereby, and without regard to the then value of the parameter may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and predits of said premises during the pendency of such functionare suit and, in case of a sale and a deficient, during the full statutory period of redemption, whether there he 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 whole or in part of: (1) The indebtodness 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 the lien provided such application is made prior to foreclosure sale; (2) the deficiency in case of a security of the deficiency.

- 7. Trustee 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.
- 3. Trutee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee of obligated to record this 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 neglige ace or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfa to y o it before exercising any power herein given.
- 9. Trustee shall rely as this trust deed 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 user on produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been haid, which representation Trustee may accept as true without inquiry. Where a release is requested on a successor trustee, such successor trustee may accept as the genuine note herein described any note which lears a certificate of identification purporting to be executed by a prior trustee hereunder or which contains 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 explained as the first party; and where the release is requested of the original trustee and it has never explained as the gradient 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 filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been 'ec' ded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dee's of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust 'er under shall have the identical title, powers and authority as are herein given Trustee, and any Trust'e'r successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - 11. Note hereinbefore referred to contains the for lowing clause

Said note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, asserting, 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 brein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements is even an ade are made and intended, not as personal covenants, undertakings and agreements of the Trus e. named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the power conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed b. no evall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agencs of account hereof, or on account of any covenant, undertaking or agreement herein or in said pricipal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly we used and by all persons claiming by or through or under said party of the second part or holder or holder or holder or holder or holder or holders of said principal or interest notes hereof or owners of such principal notes, and by every person now or hereafter claiming any right or security.

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, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN P.
As Frust as bforesaid and not personally

By

Senior Vice President

ATTEST Assistant Cachiers of Trust Officer

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THE SEEDS SEEDS 100K COUNTY, ILLINOIS FILED FOR RECORD STATE OF ILLINOIS *25053375 COUNTY OF COOK DEAN D. LAWRENCE a Notary Public, in and for said County, in the State aforesaid, DO HEREBY ROBERT M. HONIG CERTIFY, that Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and Senior FRANKLIN SELLERS Assistant 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 as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier 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 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. S GIVEN under my hand and notarial seal, this. July NOTARY PUBLIC. STATE OF BLINOIS MY COMMISSION EXPIRES JULY 27 1980 ESSED THRU ELENOIS NOTARY ASSOC. Installment Note mentioned in the within Trust Deed has been identified hereby this Trust Deed should an attitude fied by the Trustee name (1. Jen before the Trust Deed '- tiled for record. rower and lender, the note secre the protection of both the l IMPORTAN under Identification No. Otto Office MATICAL FIRST For The with FIRST NATIONAL BANE OF THE FIRST NATIONAL BANK OF 3101 WEST 95TH STREET EVERGREEN PARK, ILL, EVERGREEN PARK EVERGREEN PARK THE