

66-53-114-L

24-07-110-011

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

25 053 375

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

and known as trust number 4901

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

12

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

FOUR HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$235,000.00) DOLLARS,

made payable to BEARER and delivered, in and by which 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

on the balance of principal remaining from time to time unpaid at the rate of 11 1/2 per cent per annum in installments as follows: TWO THOUSAND FIVE HUNDRED SIX & 12/100 DOLLARS

on the 1st day of September 1979 and TWO THOUSAND FIVE HUNDRED SIX & 12/100 DOLLARS on the 1st day of each and every month

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 9th day of July 1999. 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 installment unless paid when due shall bear interest at the rate of 13 1/2 per 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 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 conditions 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 COOK AND STATE OF ILLINOIS, to-wit:

LOT 8 IN BLOCK 12 IN ROBERT BARTLETT'S 95TH STREET HOMESITES, BEING 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, 1889 AS DOCUMENT 114-5045 AND EXCEPT THAT PART THEREOF CONVEYED TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY BY DEED RECORDED AUGUST 6, 1929 AS DOCUMENT 10447349 AND ALSO EXCEPT ALL THAT PART THEREOF LYING BETWEEN A LINE DRAWN PARALLEL TO AND 1209 FEET NORTH OF SOUTH LINE OF SAID NORTH WEST 1/4 OF SECTION 7 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF AFORESAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD IN COOK COUNTY, ILLINOIS

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, 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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for each receiver of the premises or persons, if any, liable for the payment of the taxes secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead... 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 any 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 thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be 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 negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release 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 hereon, produce 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 bears a certificate of identification purporting to be executed by a prior trustee heretofore 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 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 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 hereunder 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 following clause

Said note also contains a promise by the maker thereof to deposit additional security for the payment of taxes, assessments, 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 herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made 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 executed and delivered 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 shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or employees, on account hereof, or on 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 waived and released by the party of the second part or holder or holders of said principal or interest notes hereon and by all persons claiming by or through or under said party of the second part or the holder or holders, owner 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.

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 PARK
As Trustee as aforesaid and not personally

By *[Signature]*
Senior Vice-President

ATTEST *[Signature]*
Assistant Cashier or Trust Officer



95-053-375

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Andrew F. Olson
RECORDING AS STENO

STATE OF ILLINOIS
COUNTY OF COOK

JUL 17 '79 9 00 AM

#25053375

I, DEAN D. LAWRENCE
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that ROBERT M. HONIG

Senior Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and

FRANKLIN SELLERS Assistant 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-Pres-
ident, 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.

GIVEN under my hand and notarial seal, this ninth

day of July

A. D. 1979

Dean D. Lawrence
Notary Public.



NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 27 1980
ISSUED THRU ILLINOIS NOTARY ASSOC.

25 053 375

The Installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No. 7-10-79
FIRST NATIONAL BANK OF EVERGREEN PARK
Trustee.

Franklin Sellers
Assistant Trust Officer

IMPORTANT
For the protection of both the borrower 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.

Box 223

TRUST DEED

THE FIRST NATIONAL BANK OF
EVERGREEN PARK
as Trustee

To

Trustee

THE FIRST NATIONAL BANK OF
EVERGREEN PARK
3101 WEST 90TH STREET
EVERGREEN PARK, ILL.

END OF RECORDED DOCUMENT