25060074

This Indenture, Made

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 Axreement dated

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DO

May 18, 1979

and known as trust number

herein re erred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

THAT, WHERE AS First Party has concurrently herewith executed an installment note bearing even date herewith in the PLINCIPAL SUM OF

THIRTY SEVEN THOU SAN STX HUNDRED AND NO/100

(\$37,600,00)

made payable to BEARER

and delivered, in and by

which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hearingfor specifically described, the said principal sum and interest

on the Lan nee of principal remaining from time to time unpaid at the rate

per cent per annum in installments a . onows: THREE HUNDRED FORTY ONE AND 69/100 of 10

1979 and THREE HUNDRED FORTY ONE AND 69/100 on the 25th day of

DOLLARS

on the 25th day of each and every month thereafter until said note is fully

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

13th day of June 13th 2004 All such parments on account of the indebtedness evidenced by said note to be first applied to interest on the u pard principal balance and the remainder to principal; provided that the principal of each installment uples paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at

EVERGREEN PARK illinois, as the holders of the such banking house or trust company in note may, from time to time, in writing appoint, and in absence of s.c. appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PARK

in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sun of money and said interest in accordance with the terms, provisions and limitations of this trust ded, 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

AND STATE OF ILLINOIS, to-wit.

The South 12 1/2 feet of Lot 46 and Lots 44 and 45 in Block 13 in B. F. Jacobs Resubdivision of Blocks 1 to 16, 21 to 28 in B. F. Jacobs Evergreen Park Subdivision of the South East quarter of Section 2, Township 37 North, Rnage 13, East of the Third Principal Meridian, in Cook County, Illinois.**

DOOK COUNTY, ILLINOIS

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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, it successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or areafter on the premises which may become damaged or be destroyed; (2) keep said premises in 3000 ondition and repair, without waste, and free from mechanic's or other liens or claims for lien not ex ressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a non or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evider e of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonal e 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 there of; (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 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 thereofor; (8) pay in full un a protest in the manner provided by statute, any tax or assessment which Firstly Party may desire to chut's: (9) keep all buildings and improvements now or hereafter situated on said-premises insured against. Joss or damage by fire, lightning or windstorm under policies providing forty payment by the insurance core pairs 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 note must not expanded in the provision of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of ex 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 take or claim thereof.
- 3. At the option of the holders of the note and without notice to fir. Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding 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 form in paragraph one hereof and such default shall continue for three days, said option to be exercised it and time after the expiration of said three day period. the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or of lerwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to fire lose 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 * 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

 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order o
- 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

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 reduction, whether there be redemption or not, as well as during any further time when First Party, it su cessors 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 whose of part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tar, 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 deficiency.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acce s 'nereto 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 here. For the 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 exe cising any power herein given.
- 9. Trustee shall release this are deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all in eltedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release lereof to and at the request of any person who shall, either before or after maturity thereof, produce had 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 may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a cellificate 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 the original trustee and it has never executed a cellificate on any instrument identifying same as the note described herein, it may accept as the genuine now never 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 nave 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 care: 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 at after said; and it is expressly understood and agreed by the parties hereto, anything herein to the corder of notwithstanding, that each and all of the covenants, undertakings and agreements herein made are rade and intended, not as personal covenants, undertakings and agreements of the Trustee, named and reiered to in said Agreement, for the purpose of binding it personally, but this instrument is executed and deliver do 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 hereof, and by all persons claiming by or through or under said party of the second part or he 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 EVEROPPEN PARK

I Vice President

ASSISTANCE AND Trust Office

Vice President

25060074

STATE OF ILL	88.				
COUNTY OF COC		Anne Moylan			
		a Notary Public, in and for said County, in the State aforesaid, DO HEREBY			
6	CERTIFY, that	CERTIFY, that ROBERT M. HONIG			
. 0	Sr. Vice-President	Vice-President of the First National Bank of Evergreen Park, and			
NO.	or Assistant—Ca persons whose r dent, and Assist in person and ac own free and vo	JOSEPH C. FANELLI Vice President and Trust Officer, OF Assistant-Cashier of said Bank, who are personally known to me toobe the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Vice-President, and Assistant Vice-President, and Assistant Vice-President, and Assistant Vice-President, and asknowledged 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 a Joresaid, for the uses and purposes therein set forth; and the said Assistant			
T.0. 6 *** then and there acknowledged thatthey, as custodian of the corporate seal of sai. Bank, did affix the corporate seal of said Bank to said instrument as their own free s.d. voluntary act and as the free and voluntary act of said Bank, as Trustee as afore sid, for the uses and purposes therein set forth.					
GIVEN and r my hand and notarial seal, this 18th					
i/ nor	day of J	ne .		A. D. 19.79	
8 6/11/11	3 74 ,		Claime	Notary Public.	
	•	Ny cor	nmission expires	4-23-83	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	No Production of Treat Mission	For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trusteen named herein before the Trust Dead is diffed by second	Pert.	10791 concentration conference	
Box TRUST DEED	THE FIRST NATIONAL BANK OF EVERGREEN PARK os Trustee To	Trustae		THE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 9573 STREET EVERGREEN PARK, ILL.	

END OF RECORDED DOCUMENT