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This Indenture, Made August 27, 1979

, 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 lated

GIS STREET, ST

July 22, 1977

and known as trust number

herein referred to as 'First Party," and FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as T.C. EE, witnesseth:

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

FIFTEEN THOUSAND AND NO/100 ------(\$15,000.00) ------ DOLLARS,

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 hereinafter specifically described, the said principal sum and interest

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

of 10 ½ per cent per annum in installments as tol. ws: ONE HUNDRED SIXTY FIVE & 81/100

DOLLARS

on the 5th day of October

1979 an I ONE HUNDRED SIXTY FIVE & 81/100

DOLLARS

on the 5th

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

1994 . All such rayments on account of the indebtedness 27th day of August 1994. All such valuents on account of the indebtedness evidenced by said note to be first applied to interest on the uncell principal balance and the remainder to principal; provided that the principal of each installment unless and when due shall bear interest at the rate of savery per cent per annum, and all of said principal and interest being made payable at MAXIMUM LEGAL RATE THEN IN EFFECT

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

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 limitations of this trust died, 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 successor and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

AND STATE OF ILLINOIS, to-wit.

PARCEL 1:

Lot 3 and the North 1/2 of Lot 4 in Block 7 in Palos Gateway being a Subdivision of Lots 9 and 16 in the School Trustees' Subdivision of Section 16, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois ALSO

PARCEL 2:

The East 1/2 of vacated alley lying West of and adjacent to Parcel 1 all in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY First Malia of Bank of Evergreen Park WHOI W. 95th ST. EVERGRUES PARK, ILLINOIS 60642 DEAN LAWRENCE

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.

BOX 223

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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 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 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 ordinances with respect to the premised have any health of the secondary of 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 attacks all general taxes, and pay special taxes, special saissments, water charges, sewer service charges, and other charges against the premises when due, and up no 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 policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenc of this paragraph.
- The Trustee or the holders of the note hereby se wred 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 li n 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 withstanding 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 'h) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 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 nereof or sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee of includers of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to 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 sengen 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.

 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the
- 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
- 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, potset sion, 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, speciel 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 there is shall be permitted for that purpose.
- 8. Trustee has no daty 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 leed 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 percent to and at the request of any person who shall, either before or after maturity thereof, product pod 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 the genuine note herein described any note which bears 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 on behalf of Tirst 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 fied. 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 w ditional 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 T ustee as afore-said; and it is expressly understood and agreed by the parties hereto, anything here'n 'c che contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein have are made and intended, not as personal covenants, undertakings and agreements of the Trustee, name' and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed are telivered 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 such that any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or enployees, 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 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.

ATTEST Officer

Assistant Carlos or

251/490%

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		COOK COUNTY, ILI FILED FOR REC		Incy 1. Olsen CORDER OF DEEDS	
STATE OF ILLIN	4	1979 OCT -3 AM	0 18 25	174902	
COUNTY OF COOK	} 85.	ANNE Moylan	<u>;</u>	·	
	I,	c, in and for said County,	in the State aforesa	id. DO HEREBY	
	-	JOSEPH C. FANELLI,		RUST OFFICER AND	
		Vice-President of the FIRST NATIONAL BANK OF EVERGREEN PARK, and			
h cro debago de	DEAN D. LAWRENCE Asst. Vice President OK Assistants Carkier of said Bank, who are personally known to me to be the same no sons whose names are subscribed to the foregoing instrument as such Vice-President in Massistant Carkier of Trust Officer, respectively, appeared before me this day in moss and acknowledged that they signed and delivered the said instrument as their own free ind voluntary act and as the free and voluntary act of said Bank, as Trustee as afor said, for the uses and purposes therein set forth; and the said Assistant Cashier the and there acknowledged that they are substituted in the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their own free and oluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.				
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1974	day of			.A. D. 19	
		94	ann I	Motary Public.	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	Wice President and Trust Officer	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.		9079; saviet	
Box 223 TRUST DEED	EVERGREEN PARK as Trustee . To	Trustee	March	THE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 95711 STREET EVERGREEN PARK, ILL.	