January \$5, 386-264 This Indenture, Made 19 80, between Aetr 1 Bank . an Honois Corporation. Chicago, Illinois not personally but as Trustee under the provisions or a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated January 9, 1980 and known as trust number herein referred to as "First Party," and EAST SIDE BANK AND TRUST COMPANY an Illinois corporation Ferein referred to as TRUSTEE, witnesseth: THAT, WHERE AS First Party has date herewith in the rRINCIPAL SUM OF FORTY SEVEN THOU AND and made payable to BEARER OF East side THAT, WHERE AS First Party has concurrently herewith executed an instalment note bearing even FORTY SEVEN THOU AND and no/100-------DOLLARS. made payable to BEARER or Erst bide Bank and Trust Company and delivered, in and by which said Note the First Party provises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinative expecifically described, the said principal sum and interest on the Labrace of principal remaining from time to time unpaid at the rate per cent per annum in instalments as follows: Five Hundred Twelve & 48/100---- DOLLARS of 12\frac{1}{2} 10th March 19 8 2 and Five Hundred Twelve & 48/100---- DOLLARS on the day of thereafter until said note is fully on the 1 Oth day of each month paid except that the final payment of principal and late est, if not sooner paid, shall be due on the February xx 2005. All such our ments on account of the indebtedness evi-10th day of denced by said note to be first applied to interest on the unpaid or acipal balance and the remainder to principal; provided that the principal of each instalment unless paid wher due shall bear interest at the rate of the principal of each instalment unless paid where due shall bear interest at the rate of the per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illineis, as the hold is of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of East Side Bank and Trust Company

NOW, THEREFORE, First Party to secure the payment of the said principal rum of money and said interest in accordance with the terms, previsions and limitations 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 Village of Flossmoor COUNTY OF

AND STATE OF ILLINOIS, to-wit:

LOT ONE in Olivieri's Resubdivision of Lots 23, 24 and 25 in Block 5 in Flossmoor Highlands, a Subdivision in the We st $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded October 16, 1925 as document no. 9068269 in Cook County, Illinois and the East 1/2 of the Public Alley lying West of and adjoining the West line of aforesaid Lots 23, 24 and 25, said public alley heretofore vacated by document no. 21953053.

Lidney G. Alexan

CODE COUNTY, PLEIN

DESCRIPTION OF THE SECOND 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, inador 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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T' HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FULTHER UNDERSTOOD AND AGREED THAT:

- 1. Until t'e indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or ass. 70. 10: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premise, 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: (5) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien below, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to he decision, 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 ten ises 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 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 or est; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of mong, 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 or loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortg ge clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than tenders prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make a y payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tor sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purpe ses herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien her of plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be take a shall be so much additional indebtedness secured hereby and shall become immediately due and payable without lotice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions 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 produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or it to the validity of any tax, assessment, sale, forfeiture, tax lien 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 ind btedness secured by this trust deed shall, notwithstanding anything in the note or in the trust deed to the contrary, become due and payable (a) immediately in the case of default in making payme it 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 forth in paragraph, one hereof and such default shall confidue 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 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' fee's, Trustee's fees, appraiser's fees, cutlays 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 eight 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 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 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 process, 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 processes during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full stale of receiver, because the full stale of receiver, would be entitled to collect scale lends, issues and profits, and all other powers which may be necessary or are usual in such cases for the projection, 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 foreclosing this trust deed, or any tax, special asset ment or other lien which may be or become superior to the lien hereof or of such 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 permitte, 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 act. or consissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or en ploters 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 limithereof 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 thereof, 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 order in entering 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 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 are 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 coorder 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 automaty as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all onto performed hereunder.

hereunder.
11. One-twelfth of a sum, as estimated by the mortgagee, to be sufficient to pay the general taxes and installment of special assessment next due and also one-twelfth of a sum of the annual premium or premiums that will become due for insurance on said promine; or deposit into an savings account such amounts.

12. Any conveyance or contract effecting the title of the mortgagors herein made without express consent of the East Side Bank and Trust Company shall constitute a breech of this agreement and render the then unpaid principal balance of this mortgage due and payable on demand.

THIS TRUST DEED is executed by the Aetna Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Aetna Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Aetna Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any convenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Aetna Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Metna Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President, the day and year first above written.

Attest

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STATE OF ILLINOIS ss. Helen M. Weist, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James T. Collins, of the Aetna Bank , Chicago, lifinois, and David M. Wattenberg, of said san't, who are personally known to me to be the same persons whose names are subscribed to the form in instrument as such Vice-President, and PNSIGHAT Vice-President, respectively, appeared before me this do 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 Truster as aforesaid, for the uses an purposes therein set forth; and the said ANSIGHAT Vice-President then and there acknowledged that he as circocian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument a the own free and voluntary act and as the tree and voluntary act of said Bank, as Trustee as aforesaid, for the isee and purposes therein set forth GIVEN under my har a no notarial seal, this February The Instalment Note mentioned in the within Trust Deed has been identified herewith under For the protection of both the bor-IMPORTANT Identification No. LINCOLN, FULLERTON & HALSTED **Aetna Bank** CHICAGO, ILLINDIS 60614 Aetna Bank

END OF RECORDED DOCUMENT