

TRUST DEED

J1910-018-9/77-15H

25 397 077

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 19th, 1980, between Lake View Trust and Savings Bank, an Illinois Corporation, 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 June 12th, 1972 and known as trust number 3113, herein referred to as "First Party," and CHARLES B. ZELLER, JR., TRUSTEE

WITNESSETH:

THAT, WHEREAS First Party has concurrently herewith executed and delivered an instalment note bearing even date herewith in the Principal Sum of FOUR THOUSAND AND NO/100ths (\$4,000.00) ***** Dollars,

made payable to BEA (ER)

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 balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum in instalments as follows:

NINETY AND NO/100ths (\$40.00) ***** Dollars

FOR MORE ***** of the 19th day of MARCH 1980 and ***** Dollars

NINETY AND NO/100ths (\$40.00) ***** Dollars

FOR MORE ***** on the 19th 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 19th day of FEBRUARY 1985. 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 instalment unless paid when due shall bear interest at the rate of 12 per cent per annum, and all of said principal and interest being made payable at such office 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 C. B. ZELLER, 1457 WEST BELMONT AVENUE

***** In Chicago, Illinois.

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 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, convey, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, being and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot three hundred forty-six (346) in Altgeld's Subdivision of Blocks one (1), two (2), three (3), four (4) and seven (7) and the North half (N½) of Block six (6) in Subdivision of that part lying North Easterly of Lincoln Avenue of the North West Quarter (NW¼) of Section twenty-nine (29), Township forty (40) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

85-002411

THIS IS A JUNIOR MORTGAGE

10.00

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney R. ... RECORDER OF DEED

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, accessories, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon 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 any real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto 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) sun shades, window shades, storm doors and windows, door coverings, leader coils, awnings, storm 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 the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts 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 mechanics' 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 receipt 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 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 attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings, improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies payable to the Trustee by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the amount of any proceeds by, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to the Trustee, and to the benefit of the

NAME THIS INSTRUMENT PREPARED BY: C. B. ZELLER 1457 WEST BELMONT AVENUE CHICAGO, ILLINOIS

FOR RECORDERS USE ONLY INSERT STAMP HEREIN DESCRIBED PROPERTY 1223 West Fletcher Street Chicago, Illinois

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 633

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holders of the note, such rights to be evidenced by the standard mortgage 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 insurances about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 lien or title or claim thereon or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes 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 insured premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be or such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per cent per annum. 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 received from the appropriate public officer, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 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 installment 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 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 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 those 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 process 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 any debt 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 surplus to First Party, its successors or assigns, as their rights may appear.

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 or not it 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 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 term of the period of redemption or not, as well as during any further time when First Party, its successors or assigns, or any other person, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other things which may be necessary or useful 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 foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provide 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 indemnity satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the note hereof 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, when it appears to be requested by a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of authentication 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 by the Registrar and it has never executed a certificate of authentication identifying same as the note described herein, it may accept as the genuine note herein described any note which bears a certificate of authentication 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 as 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 his services performed hereunder.

THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it in and under the terms of said Lake View Trust and Savings Bank hereby arranged 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 Lake View Trust and Savings Bank personally to pay the said note on any date on that may accrue thereon, or any indebtedness secured hereby to perform any covenant or implied herein contained, all such bills, 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, its successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of the indebtedness secured hereby shall look solely to the premises hereby covered for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, by action to enforce the personal liability of the guarantor, if any.

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

LAKE VIEW TRUST AND SAVINGS BANK As Trustee as aforesaid and not personally,
By Chole Arlan Vice-President
Attest MR Reinhard ASSISTANT TRUST OFFICER

STATE OF ILLINOIS } SS.
COUNTY OF COOK }
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
CHOLE ARLAN
Vice-President of the LAKE VIEW TRUST AND SAVINGS BANK, and
G. R. REINHARD
Assistant Trust Officer 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 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 Trust Officer then and there acknowledged that said Assistant Trust Officer is the duly authorized officer of said Bank and that he affixes the corporate seal of said Bank to said instrument as said Assistant Trust Officer's 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 twelfth day of March, 1980
Jedreth
Notary Public

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.
The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. REL#3163
CHARLES B. ZELLER, JR. Trustee

END OF RECORDED DOCUMENT

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