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This Indenture, Made November 2

1982 , between HYDE PARK BANK AND

TRUST COMPANY, 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

and known as trust number

herein referred

to as "Fir a Party," and

October 4, 1982

SEAWAY NATIONAL BANK OF CHICAGO

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

00

THAT, '(H) REAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF

FIFTY-SIX THOUSAND AND NO/100-

made payable to BEARER

and delivered, in and by which said Note

the First Party promises to pay our of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest, Eight Hundred Eighty-One

and 77/100 on the balance of princip I remaining from time to time unpaid at the rate of 172 per cent per annum in installments as follows: Eight, landred Eighty-one and 77/100----DOLLARS on the and Eight Hundred Eighty-one and/77/100 , 19 82 9th day of December

day of each and every month on the 9th

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

1st day of December , 1987 . It 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 urless paid when due shall bear interest at the rate of source payment and all of said principal and interest helics made revealed at such at the rate of seven per cent per annum, and all of said principal and int . . t being made payable at such

banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint, then at the office of

Seaway National Bank of Chicago

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 a s 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 follo ring rescribed Real Estate situate, lying and being in the city of Chicago

The North 15 feet of Lot 45 and all of Lot 46 in Kents Subdivision of Block 51 of South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of the East 1/2 of the West 1/2 and parts of the East fractional 1/2 of Fractional Section 6 North of the Indian Boundary Line and that part of Fractional Section 6 South of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Wishing South Balland and Dock Company of the Indian Boundary Line North of the Ind County of and State of Illinois, to wit: of the Indian Boundary Line lying North of the Michigan South Railroad and Fractional Section 5 North of the Indian Boundary Line all in Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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.

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 premis s which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without maste, 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 lier, hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to helder 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, pecial assessments, water charges, sewer service charges, and other charges against the premises when due, and pop written request, to furnish to Trustee or to holders of the note duplicate against the premises when due, and spin written request, to lumin to Alaske of Colonial Science and the most of the second the second the manner provided by statute, any tax or assessment which First Party may desire to con est; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss of manage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money, sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness se ured 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 evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and removal policies, to holders 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 expiration; then Trustee or the holders of the note may, but need to, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and man, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purel ase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the rurposes 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 hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized r.ay be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or lockers of the note shall never be considered as a waiver of any right accruing to them on account of any of the revisions 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 estructe 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 title or claim thereof.
- 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, 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 p ymant of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or it successors or assigns to do any of the things specifically set forth in paragraph one hereof and such delicitation of continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 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 hercof. 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 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 seven 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 r incipal 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 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

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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 redemption whether there be redemption or not, as well as during any further tir es 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 while of in part of:(1) The indebtedness secured hereby, or by any decree 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 applies on is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trustee or the buders 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 the amine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this in at deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any point 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 declirate the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness sectors 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 in jury. 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 negander or which conforms in substance with the description herein contained of the note and which purports in the executed on behalf of First Party; and where the release is requested of the original trustee and it has never evenual 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 1 ecorder 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 ituated 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.

THIS TRUST DEED is executed by HYDE PARK BANK AND TRUST COMPANY, not persually but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it is such Trustee (and said HYDE PARK BANK AND TRUST COMPANY, hereby warrants that it possesses all 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 HYDE PARK BANK AND TRUST COMPANY, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant 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 hyde Park Bank and trust company 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, HYDE PARK BANK AND TRUST COMPANY, 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 Secretary, the day and year first above written.

By

HYDE PARK BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

Vice-President

J/- L.

Assistant Secretary

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Attest _

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STATE OF ILLING	DIS } BS.	•	
•	I,		DRES TORD N N be State aforesaid, DO HEREBY CER-
•			LI - GATT
	TIFY, that	MA WACE	MI - GCA!
			E PARK BANK AND TRUST COMPANY, and
1000 P	are subscribed to Secretary, respec- they signed and and as the free ses and purpose	o the foregoing instrument tively, appeared before me t delivered the said instrume and voluntary act of said es therein set forth; and the	Assistant Secretary me to be the same persons whose names as such Vice-President, and Assistant his day in person and acknowledged that ent as their own free and voluntary act is Bank, as Trustee as aforesaid, for the estand Assistant Secretary then and there estand Corporate seal of said Bank, did affix
	Le corporate se	al of said Bank to said in see and voluntary act of said I	strument as his own free and voluntary Bank, as Trustee as aforesaid, for the uses
mail To:		der my hand and notarial so	cal, this // 19 11 3 13 3 3 3 3
THIS DOCUMENT WAS P	REPARED BY:	01	Delow Ind
Eleanor P. Story Seaway National 645 East 87th St Chicago, Illinoi	Bank reet	TC	Notary Public Delores Jordany O Student Loan Administrate
.hin 		040	<u>*</u>
The Installment Note mentioned in the within Trust. Deed has been identified herewith under Identification No.	·	IMPORTANT For the protection of both the bor- rower and lender, the note secured by this Trust Deed should be iden- tified by the Trustee named here 'n	record.
Bo BON 533	HYDE PARK BANK AND TRUST COMPANY OR Trustoe To	Trustee	HYDE PARK BANK AND TRUST COMPANY Chicago

END OF RECORDED DOCUMENT