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This Indenture, 26 521 640 Made January 15 Matteson Richton Bank, an Illinois Banking 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 and known as trust number 74-359 herein referred to as "First Party," and MATTESON-RICHTON BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed pridate herewith in the TOTAL PRINCIPAL SUM OF ONE HUNDRED THOUSAND DOLLARSprincipal notes bearing (\$100,0(0) made payable to fine RER DOLLARS. which said Note he First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and ler inafter specifically described, the said principal sum in instalments as follows: THRF. THOUSAND DOLLARS OR MORE(\$3,000.00)on the 15th day of Feb.uary 19 83, and THREE THOUSAND DOLLARS OR MOREOLLARS on the 15th day of each month thereafter, to and including the 15th day of January 1! o, with a final payment of the balance due on the 15th day of January 1986, with interest from date of disbursement ance from time to time unpaid at the rate of 1' + 1.2\*on the principal balper cent per annum payable ; each of said instalments of principal ocaring interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in MATTESON, ILLINOIS Illinois, as the holders of the note may, from time to time, in viring appoint, and in absence of such appointment, then at the office of MATTESON RICHTON BANK 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 rust 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 coccusars and assigns, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF Cook

AND STATE OF ILLINOIS, to-wit:

Lot 1 and Lot 2 except the West 34 feet thereof, in Block 4 in William C. Yoods 3rd Palmer Park Addition and the West 1/2 of Lot 3 in Block 4 in William C. Woods 4t. Palmer Park, both said additions, being in Section 22, Township 37 North, Raige 74. East of the Third Principal Meridian, in Cook County, Illinois. The hereinabove described property shall not be transferred to anyone desiring to assume the above mentioned indebtedness without the Bank's consent, and Grantors and their prospective Grantees or vendees shall first procure the written consent of the Bank before any such transfer shall be consummated. In the event of a transfer without the Bank's consent, the entire amount of the indebtedness shall become due \*One percent (1%) per annum above the prime interest rate of Matteson-Richton Bank Sidney R. Olsen RÉCOFDER OF DEEDS COOK COUNTY, ILLINOIS FILED FOR RECORD 1983 HAR - 1 PM 1: 14 26521640 which, with the property hereinafter described, is referred to herein as the "premises." 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 thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single dow shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and whether single dow shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters, and, 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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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

- 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 sures or or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or here for on the premises which may become damaged or be destroyed; (2) keep said premises in not express, subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien r darge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence or or clischarge of such prior lien to Trustee or to holders of the note; (4) complete within premises; (5) co.00/ with all requirements of any or at any time in process of erection upon said and the use thereof; (5) refrain from making material alterations in said premises except as required taxes, special assessment, water charges, sever service charges, and other charges against the premises for; (8) pay in full under project in the manner provided by statute, any tax or assessment which First premises insured against loss or damage by fire, lightning or windstorm under policies providing for ing the same or to pay in full the inceptable payable, in case of loss or damage, to Trustee or to hereby, all in companies satisfactory to the benefit of the holders of the note, under insurance companies of moneys sufficient either to pay the cost of replacing or repair-holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the 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 the expire, to deliver renewal policies not less than ten days make any payment or perform any act herein) one set forth in any form and manner deemed expedient, if any, and purchase, discharge, compromise or settle any tax lien or interest on prior encumbrances, thereof, or redeem from any tax sale or forfeitur affecting said premises or contest any tax or asses
- 2. The Trustee or the holders of the note hereby secured maling any payment hereby authorized relating to taxes or assessments, may do so according to any bill, at the tenent or estimate procured or into the appropriate public office without inquiry into the accuracy of such till, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or chim thereof.
- 3. At the option of the holders of the note and without notice to First Pirty, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding an Using in the note or in this trust deed to the contrary, become due and payaheld (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 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, after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarholders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 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 closure 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 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, possorsion, 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 payment of: (1) The indebtedness secured hereby, or by any decree for 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, 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 the eto 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 legard this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof for be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exerciting any power herein given.
- 9. Trustee shall release this trust does and the lien thereof by proper instrument upon presentation of satisfactory evidence that all ind bted less secured by this trust deed has been fully paid; and Trustee may execute and deliver a release bereof to and at the request of any person who shall, either before or after maturity thereof, produce and eithbit 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 confinate 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 as the genuine note herein described any note which may be presented and which conforms in substance with the description he ein 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. It is see 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.
- Mortgagor shall have the option of prepaying any amount in whole or in part thereof without premium or penalty on any installment date.
- 12. The mortgagor hereby waives any and all rights of redemption from sale vice any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any intrest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trus ee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the control of withstanding, that each and all of the covenants, undertakings and agreements herein made are ruade and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and deliverer by Matteson Richton Bank, 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, Matteson Richton Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained wither expressed as invalided all with against, Matteson Relation Bains, its agents, or employees, on account neteon, 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 the 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 Matteson Righting neter contained to the contrary notwinstanding, it is understood and agreed that matteson Richton Bank, 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, Matteson Richton Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its \_\_\_Executive\_Vice\_Pres\_, and its corporate seal to be hereunto affixed and attested by its Vice President , the day and year first above written

THIS INSTRUMENT is executed by the Matteson-Richton 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 Matteson-Richton Bank, heately warrants that it possess full power and authority to execute this instrument), and it is expressly understood and agrized that numing herein centained shall be construed as creating any liquidity on the said Matteson-Richton Bank.

MATTESON RICHTON BANKS

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| STATE OF ILLIN   | No.   |  |
| COUNTY OF COOK   | NOIS)   |  |
| COUNTY OF COOK   | )   |  |
| I, THE UNDERSIGNED  a Notary Public, in and for said County, in the State aforesaid, DO HEREBY  CERTIFY, that William P. Oliv  |   |  |
|  | CERTIFY, that William D. O'Hearn. Executive Vice P  | foresaid, DO HEREBY  |
|  | of Matteson Richton Bank, and <u>Steve</u>  | 1 L. Bricker   |
|  | of said Bank, who are personally known to me to be the  | nt   |
| of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice President and  Vice President  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  Vice President  then and the said  then and the said |   | persons whose names are  |
|  |   | had  |
|  |   | said instrument as their   |
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| of the corporate seal of said Bank, did affix the corporate seal of said Bank to said incrument as his own free and voluntary act and as the free and voluntary act of sair Bink as Trustee as aforesaid, for the uses and purposes therein set forth.   |   |  |
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|  | MATTESON RICHTON BANK  AS Trustee  To  TO  MATTESON-RICHTON BANK  RL. 30. at KOSTNER AVE.  MATTESON-RILINOIS 60443  Property Address: | Matteson-Richton Bank AATTESON, ILLINOIS TRUST DIVISION 42659  0740   755 97   |
| 1  | MATTESON RICHTON BANK as Trustee To To Rt. 30 at KOSINER AVE. MATTESON. ILLINOIS 60443 Property Address:                              | Math<br>TRI  |
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END OF RECORDED DOCUMENT