## This Indenture, Made

May 20.

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 dated

November 22, 1974

and known as trust number

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

00

herein reserred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in he PRINCIPAL SUM OF

TWENTY NO THOUSAND, FIVE HUNDRED DOLLARS AND NO/100.. (\$22,500.00)

DOLLARS.

made payable to BEAR $\mathcal{E}^{r}$ and delivered, in and by hand Note the 'irs' Party promises to pay out of that portion of the trust estate subject to Trust Agreement and hereinafter specifically described, the said principal sum and interest which

n the balance of principal remaining from time to time unpaid at the rate

of 1.2.5 per cent per annum in instal nents as follows: TWO HUNDRED FIFTY FIVE DOLLARS  $\epsilon^{63/100}$  Dollars

on the 25th day of June 1) 83 and TWO HUNDRED FLFTY FIVE DOLLARS & 63/100bilians

on the 25 th day of each nid every month

thereafter until said note is fully

paid except that the final payment of principal ap ? interest, if not sooner paid, shall be due on the

25th day of May

12x 20(3 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 installment unless paid when due shall bear interest at the rate of 14.5 per cent per annum, and all of principal and interest being made payable at

such banking house or trust company in note may, from time to time, in writing appoint, and in absence of such appointment, then at the

office of THE FIRST NATIONAL BANK OF EVERGREEN PARK

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 crust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof it her by 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

AND STATE OF ILLINOIS, to-wit:

Lot 2 in Artis' Nottingham and Mather Avenues Subdivision of Lot in Block 11 in Robert Bartlett's 95th Street Homesites being a Subdivision in the West Half of the Northwest Quarter of Section ., Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded May 4, 1938 as Document 1215/387 in Cook Country 1317 12154387, in Cook County, Illinois.

This instrument prepard by: Robert M. Honig

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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.

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 toher liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured ity a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory vidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within 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 at d t e use thereof; (6) refrain from making material alterations in said premises except as required by 'we'n 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 deepen and the process of the manner provided by statute, any tax or assessment which First Party ma, deef to contest; (9) keep all buildings and improvements now or hereafter situated on said premises instead gainst loss or damage by fire, lightning or windstorm under policies providing for payment by the in urance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to my 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 evidenced by the standard mortgage clause to be attached to each policy; and t deliver all policies, including additional and renewal policies, to holders of the note, and many
- 2. The Trustee or the holders of the note helder of cured 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, to kin or title or claim thereof.
- 3. At the option of the holders of the note and without notic to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not inhistanding anything in the note or in this trust deed to the contrary, become due and payable (a, immediative in the case of default in making payment of any instalment of principal or interest on the note, c (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 expressed at any time after the expiration of said three day period.
- 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. following order ceedings, includitems which un
- 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 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, 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 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 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 grost hereigence 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. Trust e shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may exect to and deliver a release hereof to and at the request of any person who shall, either before or after anticity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby securer 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 genuine note herein described any rate 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 in has never executed a certificate on any instrument identifying same as the note described herein, it may are to see the genuine note herein described any note which may be presented and which conforms in sibs are 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 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 correspond the following clause:

Said note also contains a promise by the maker thereof to deposit additional security for the payment of tixes, assessments, insurance premiums and other charges.

see 1.2

TRANSFER OF THE PROPERTY: ASSUMPTION: 1' a'l or any part of the property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a lien or encumbrance subordinate to this Mortgage, (c) a transfer by devise, not containing an option to purchase, Lender may, at Lender's option, delcare all the sums secured by this Mortgage to be immediately due and payolor. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has wa'ved the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate Lender shall mail Borrower. 12. TRANSFER OF THE PROPERTY:

If Lender exercises such option to accelerate, Lender shall mail Borro er notice of acceleration by Cerfified Mail at the property address. Such notice shall provide a period of not less than 30 days from the date to notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

see 1, attached:

A pe THIS TRUST DEED is executed by the undersigned Trustee, not person all but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything lerein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreement of the covenants, undertakings and agreements of the Trust e, amed and referred and intended, not as personal covenants, undertakings and agreements of the Trust e, amed and referred 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 losshall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal 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 her of 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 secarity 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 of 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 & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN PARK As Trustge as aforesaid and not personally M Ву ATTEST sistant Trust Of VICE PRESIDENT & T

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# UNOFFICIAL COPY

| COUNTY OF COOK   | SS   |            |
|--|--|------------|
|  | I, THERESA DE VRIES  |            |
|  | Notary Public, in and for said County, in the State aforesaid, DO HEREBY   |            |
|  | CERTIFY, that Robert M. Honig, Senior Vice President & Trust Officer   | r          |
|  | Asteon Procedura and Structure Officer 201 the FIRST NATIONAL BANK OF EVERGREEN PARK,  |            |
| 000  | and Joseph C. Fanelli Senior Vice President & Maximum 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 Trust Officer, 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 he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 2nd  |            |
| OT/A   | day of June AD. 1983   |            |
| 720-10   | Notary Public.   |            |
| - C - C - C - C - C - C - C - C - C - C  | My commission expires:   |            |
| ীর্ণাণ <sup>ত</sup> ি  | NUTAM FUBLIC STATE OF PULLNOTS  HELD THAN THAN THE PUBLIC STATE OF PULLNOTS  |            |
| The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No3310 | I M P O R T A N T  For the protection of both the bor rower and lender, the note accured by this Trust Deed should be den it ised by the Trustee name, her, in before the Trust Deed is file, ic, record.  |            |
| TRUST DEED   | Trustee  Tru | 25 630 792 |

END OF RECORDED DOCUMENT