### 26688136

This Indenture, Made

19 , between

st National Bank of Evergreen Park, a National Banking Association, not personally but as Trustee under provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a

rust Agreement dated

June 8th, 1983

and known as trust number

7333

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein refe red to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of

THIRTY FITE TOUSAND, ONE HUNDRED DOLLARS AND NO/100 (\$35,100.00)

DOLLARS.

made payable to BEAP CC.

and delivered, 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 12.5per cent per annum in insta lments as follows: THREE HUNDRED EIGHTY TWO DOLLARS 5 DOLLARS on the first day of August 28 83 and THREE HUNDRED EIGHTY TWO DOLLARS 6 71/100

on the first day of each and ever 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

first day of July 3008 All such payments on account of the indebtedness evidenced by said note to be first applied to interest out 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 said propagal and interest being made payable at

such banking house or trust company in Evergreen Park

Illinois, 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 FIRST NATIONAL BANK OF EVERGREEN PARK

in said City.

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 bust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby a knowledged, 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

COUNTY OF COOR

AND STATE OF ILLINOIS, to-wit:

The East 1/2 of Lot 45 and all of Lot 46 in Block 4, in Clark and Marston's First Addition to Clarkdale, being a Subdivision of the Northeast 1/4 of the North 1/4 of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3602 West 80th St. Chicago, Illinois.

26588136

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.

Transfer Desk

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Part? 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 of good condition and repair, without waste, and free from mechanic's or other liens or claims for liefo 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 request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete withing a reason let time any buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the us 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 assissments, water charges, sewer service charges, and other charges against the premises when due, and the under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insulate companies of moneys 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 of loss or damage, to Trustee for the benefit of the holders of the "ot", 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 cas
- 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 procured from the appropriate public office without inquiry into the accuraty of such bill, statement or estimate or into 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 of First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwiths and ng anything in the note or in this trust deed to the contrary, become due and payable (a) immediate, 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 if any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration of 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 decret 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 vidence, 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 14.5 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 tems which under the terms hereof constitute secured indebtedness additional to that evidenced by the te, with interest thereon as herein provided; third, all principal and interest remaining unpaid on e note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may
- 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which 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 ar 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 Prustee 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. True et has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee to the light of the trust deed or to exercise any power herein given unless expressly obligated by the ten is 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 indemnities satisfactor, to it before exercising any power herein given.
- 9. Trustee shall eless this trust deed and the lien thereof 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 celive release hereof to and at the request of any person who shall, either before or after maturity there of, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been raid 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 note which pars a certificate of identification purporting to be executed by a prior trustee hereunder or which confirms in substance with the description herein contained 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 gent ine 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 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 Decds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust presented 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 contains the coll wing clause:

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

#### 12 attached:

12. TRANSFER OF THE PROPERTY: ASSUMPTION: If all 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 encylrance subordinate to this Mortgage, (b) the creation of a purchase money's curity interest for household appliances, (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 payable. 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 shall be at such rate as Lender shall request. If Lender has waived the in interest has executed a written assumption agreement accepted in writing Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower 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 the 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.

## UNOFFICIAL COPY

THIS TRUST DEED is executed by the undersigned Trustee, not personally, bit as Trustee as afore-said; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made to in said Agreement, for the purpose of binding it personally, but this instrument is executed and elivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred tupon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any on account hereof, 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 by all persons claiming by or through or under said 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 the First National Bank of Evergreen Park, 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, 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 TRUCKE & aforesaid and not personally,

Vice President & Trust Officer

Senior Vice President Axious Trust Officer

26688136

# UNOFFICIAL COPY

Do Not Deliver
RETURN TO
Transfer Desk

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STATE OF ILLINO	. It is a contract to the contract of the con	.00
	I, Lois A. McFee  a Notary Public, in and for said County, in the State aforesaid, DO HEREBY	
	CERTIFY, thatROBERT M. HONIG, SR. VICE PRESIDENT	
	Vice-President and Trust Officer of the FIRST NATIONAL BANK OF EVERGREEN PARK,	
The state of the s	and JOSEPH C. FANELLI, SR. VICE PRESIDENT  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 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.	
222	GIVEN under my hand and notarial seal, this welfth	
A. 100	day of Jais Q. Mc Fel	٠
Annual Van	Notary Public.  My commission expires:  My commission expires Nov. 4, 1985	
	4	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No8312	For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trust Deed is filed for record.	લિયપ્રદ
TRUST DEED THE FIRST NATONIBHATA 3F	TRUSTEES DUPLICATE  OFICEMENT ILL  DELIVERANGE PARK, ILL  REGERER PARK, ILL  OFICEMENT ILL  OFIC	Dans.

END OF RECORDED DOCUMENT