This Indenture, Made

26839793

October 25.

19 83 , between

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 October 13, 1983

and known as trust number

herein referred to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referred to as TRUSTEE, witnesseth:

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

FORTY F VV THOUSAND, NINE HUNDRED DOLLARS AND NO/100...(\$45,900.00)...

made payable to BEARER

and delivered, in and by which said Nite the First Party promises to pay out of that portion of the trust estate subject to said Trust Abecannt 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 10.9 per cent per annum in installments as follows: FOUR HUNDRED FORTY SIX DOLLARS AND DOLLARS 56/100 on the fifth day of December 19 83 and FOUR HUNDRED FORTY SIX DOLLARS AND DOLLARS.

thereafter until said note is fully

on the fifth day of each .nd every month

paid except that the final payment of prin ipal and interest, if not sooner paid, shall be due on the

fifth day of November 1918. 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 (act in stallment unless paid when due shall bear interest at the rate of 12.9per cent per annum, and all of said principal and interest being made payable at

such banking house or trust company in Evergre in Pirk Illinois, as the holders of the note may, from time to time, in writing appoint, a d in absence of such appointment, then at the

FIRST NATIONAL BANK OF EVERGREEN PACK

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, remise, release, alien and convey unto the Truster, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

AND STATE OF ILLINOIS, to-wit:

see attached:

Init 124 & 127G As delineated on the Plat of Survey of the following described Parcel of Real Estate: Lots 1 & 2 in Applegate being a Subdivision of part of the West 1/2 of the Southeast 1/4 of Section 4, Township 36 North, Range 13, East of the Third Principal Feridian in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by the First National Bank of Evergreen Park, as Trustee under Trust Agreement dated September 24, 1979 and known as Trust No. 5514, recorded in the office of the Recorder of Deeds of Cook County, as Document No. 25, 499,712 and amended by Document No. 26,077,418, together with a percentage of the common elements appurtenant to said units as set forth in said Declaration, as amended from time to time, which percentages shall automatically change in accordance with amended Declaration, as same are filed or recorded pursuant to said Declaration and together with additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declaration, as though conveyed hereby, in Cook County, Illinois.

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Property of County Clerk's Office

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

TOGETHER with all improvements, tenements, casements, 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, windows shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water henters. 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 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 request exhibit satisfactory evidence of 'ne 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; (7) puply with all requirements of law or municipal ordinances with respect to the premises and the use nereof; (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 axes special as ess nents, water charges, sewer service charges, and other charges against the premises when due, and upon 'n'ten request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full niver protest in the manner provided by statute, any tax or assessment which First Party may desire to co. (ec.); (9) keep all buildings and improvements now or hereafter situated on said premises insured against ors or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay it rull 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 nite ev.h rights to be evidenced by the standard mortgage clause to be attached to of this paragraph.
 - 2. The Trustee or the holders of the note hereby secared 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, tax lier or title or claim thereof.
 - 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 shall, notwith a ding 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) it 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 decrie 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 evigence, 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, four-antee 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 12.9 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 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

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 'ax, special assessment or other lien which may be or become superior to the lien hereof or of such 'ecr e, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and 'deficiency.

- 7 Testee 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. To see has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee to obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the ears hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence to misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactery to it before exercising any power herein given.
- 9. Trustee shall receive 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 then of roduce and exhibit 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, such successor trustee may accept as the genuine note herein described any note which bear 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 or the original trustee and it has never e cert ed a certificate on any instrument identifying same as the note described herein, it may accept as the remine note herein described any note which may be presented and which possessed and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing fled in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded of filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deets of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust because 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.
 - Note hereinbefore referred to contains the fill wing clause: Said note also contains a promise by the maker the eof to deposit additional security for the payment of taxes, assessents, insurance premiums and other charges.
- 12. see attached: Due On Sale Clause

TRANSFER OF THE PROPERTY: ASSUMPTION: 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 includrance subordinate to this Mortgage, (b) the creation of a purchase mone, see ity interest for household appliances, (c) a transfer by devise, not continue, an option to purchase, Lender may, at Lender's option, deleare 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 sale or transferred. 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 waived 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 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.

11.

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sonally, but as 7 hing herein hits herein stee, nar sexect the high services the hig by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the power to ferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shed is any time be asserted or enforced against, the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the power to ferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shed is any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or end do ees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal on 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 holders of said principal or interest notes hereof, and 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.

BANK OF EVERGREEN resident & Trust Officer

Senior

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COUNTY OF COOK	} ss.				
	',	Lois A. McFee	-		
:	a Notary Public,	in and for said Co	ounty, in the State	aforesaid, DO	HEREBY
	CERTIFY, that	ROBERT M. HONIC	;		
Sr.	·Vice-President and	Trust Officer of the FIR	ST NATIONAL BAN	K OF EVERGREE	N PARK,
Diameter Co.	of said Bank, who a ed to the foregoing ficer, respectively, a colivered the said in constant Trust Off or so a Bank, did a volunt ry act and a and proposes there		me to be the same pers President and Trust O lay in person and ackr ee and voluntary act at the uses and purposes lowledged that he, as of said Bank to said i act of said Bank, as Ti	fficer, and Assistant towledged that they is and as the free and vol therein set forth; are custodian of the corp instrument as his ow rustee as aforesaid, f	subscrib- Trust Of- igned and untary act d the said sorate scal n free and
5,00	GIVE (ur der my hand and notarial se		al, this twenty fifth		
	day of	ober		A.D. 19	· <u>3</u> ·
THE STATE OF	•		_Jin C	Notari	Public.
The state of the s	SEAL:	My co	mmission expires:	mission expires Nov. 4	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No	SR. MCE PRESIDENT A TRUST OFFICER	IMPORTANT For the protection of both the bor- rower and lender, the note secured by this Trust Deed should be identi-	fied by the Trustee named herein before the Trust Deed is filed for record.	201	91 FZ 63 E
Box F 233 TRUST BEED	THE FIRST NATIONAL BANK OF EVERGREEN PARK as Trustoff To 89 60 60	TS & B F &8-1	. 2-1 30	THE FIRST NATIONAL BANK OF	STOLIN EST BOTH STILLER EVERGREEN FARK, ILL.
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