### 26000199

This Indenture, Made September 11,

● /649870C (FORM NO. 1A)

19 87 . between Burbank State Bank a corporation

of Illinois, not per	rsonally but as Tr	ustee under the pro	visions of	f a Deed	or Deeds in tru	st duly recor	ded and del	ivered to said	Bank i
pursuance of a Tu	rust Agreement d	iated September	t 8, 19	981	and known	as trust num	ber -	797-	
herein referred to	as "First Party,"	"and BURI	BANK ST	TATE E	BANK				
an Illinois corpora	ation herein refer	red to as TRUSTEE	, witnesse	eth:					
THAT. V'HF	REAS First Part	y has concurrently	herewith	h execu	ed an instalme	nt note bea	ring even c	late herewith	in the
PRINCIPAL SU'.	OF			-(\$15,	000.00)				
	(-\-,F	IFTEEN THOUSA	ND AND	D NO/1	00's			DOL	LARS
made payable to I	MEKALENTROK X		BANK ST	TATE B	ANK		and	delivered, in	and by
specifically descri	bed, the said prin	cipal sum and inter	est on the	e balance	of principal re-	maining from	time to tim	e unpaid at th	ie rate
of 18.50	per	con pr. annum in -				35		insta	lments
as follows:	ТWO Н	UNDRED SEVENT	y FIVE	8 13	/100'5			DOI	LLARS
on the 15	t day of No	vember 1	9 81	and T	WO HUNDRED	SEVENTY	FIVE S	13/100 <b>'9</b> 01	LLARS
on the 133	t day of each	consecutive	month	l.			thereafter u	intil said note	is fully
oaid except that th	ie final payment o	of principal and inte	rer c, ni no	t sooner	paid, shall be d	ue on the	15t c	iay of Octob	ber
rincipal balance	and the remainde	ecount of the indeber to principal; provider annum, and a	rided that	t the ori	ncipal of each i	nstalment u	nless paid v	vhen due shal	ll bear
rust company in					ib note may, fi				
bsence of such ap	pointment, then	at the office of	BURBA	NK ST	JZ BANK				
			– in said	City,	1/X,				
he terms, provisio	ons and limitation	to secure the payn is of this trust deed oes by these presen	, and also	in cons	deration of the	sucof One l	Dollar in hai	nd paid, the re	eceipt
nd assigns, the fo	llowing described	Real Estate situate	. lying an	id being	in the City	€ Britba	nk	COUNT	ry of
Cook	AND STATE O	FILLINOIS to wite							

THE WEST 52 FEET OF LOT 9 IN DANIEL KANDICH'S CHURCHVIEW A SUBD VISION OF THAT PART LYING WEST OF THE CENTER LINE OF STATE ROAD OF THE SOLF.

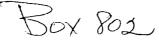
1/3 OF THE NORTH 3/8 OF LOT 7 IN ASSESSOR'S DIVISION OF SECTION 34 AND THE NORTH 1/2 OF SECTION 32 TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PRESEARED BY VIRGINIA L. DOYLE 5440 WEST STREET BURBANK, IL 60409

26000199

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 berein set forth.

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

- 1. Inth, 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 destroy a; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not ef pre-sly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises sape to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the rote. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (3) or mply 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 genera' ta es, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor;(8) pay in full under protest in the manner provided by statute, any tax or assessment which Firet Party may desire to contest; (9) keep all buildings and imployments now or hereafter situated on premises insured against loss 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 in fait the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in ci se of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clau. If we attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in c. se if insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trus ee cr the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manne, up med expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affect ng said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense; paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the neety protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which letton herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately fur and payable without notice and with interest thereon at the rate oxogen see that per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the note hereby secured making any payment here'y, uthorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the apprepriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, ale, forfeiture, tax lien 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, notwithstanding anything in the note or in this trust deed to the court rry, occome due and payable (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 parage. In 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 region.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the piter. Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and and additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of its stee or holders of the note for attorneys' fees. Trustee's fees appraiser's fees, outlays for documentary and expert exist and costs (which may be estimated as to items to be expended after entry of the decrie) 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 keight 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.
- b. 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 times 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 heach cases for the protection, possession, control, canagement 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 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 thin to st deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omit now recurrence, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require in case of the force exercising any power herein given.
- 9. Trustee of all clease this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness cur id 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 to shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secure has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor rustee, 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 hereunder or which conforms in substance with the description herein contained to 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 crein described any note which may be presented and which conforms in substance with the description herein contained of the rote and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in criting 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 " of a or in Trust. Any Successor in Trust hereunder shall have the identical file, powers and authority as are herein given Trustee, at d at y" rustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

At the option of the holders of the Note and of ligation hereby secured, and without notice to the Mortganian in unpaid indebtedness secured by this Trust Dead and notwit standing anything in the Note or in this Trust of to the curriage anything in the Note or in this Trust of to the curriage anything in the Note or in this Trust of to the curriage anything in the Note or in this Trust of the finding surface and a cyclettern in any anything in the factor of the curriage and the curriage has been noticed withing of such safe, curveyance, agreement to convey, encumbrance or assignment of beneficial interest.

In regard to executing of the above described Trust Deed you are hereby specifically authorized to execute same with the following provisions of "Waiver of Right of Redemption", "No Assumption Clause".

The undersigned hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree of judgement creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the Burbank State 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 Burbank State Bank hereby warrants that it possesses full 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 Burbank State Bank 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 Burbank State Bank 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, Burbank State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by Second Vice-President the day and year first above written.

BURBANK STATE BANK

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By Vice Pres Brust Officer

SERVEN AND SERVEN SERVEN

Land Trust Administrator

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1991 <b>S</b> F	EP 16 AM 9 23							
STATE OF ILLINOIS	Marilynn J. Moore							
COUNTY OF COOK \\ \rangle ss.	a Notary Public Finland for said County, in the State MARGARET LUPO, Vice President	& Trust Officer						
	VIRGINIA L. DOYLE, Land Trust							
	of said Bank, who are personally known to me to be scribed to the foregoing instrument as such VP & appeared before me this day in person and acknowle said instrument as their own free and voluntary act Bank, as Trustee as aforesaid, for the uses and purp LTA then and there acknowledged thatAlg of said Bank, did affix the corporate seal of said Ban own free and voluntary act and as the free and vaforesaid, for the uses and purposes therein set fort GIVEN under my hand and notarial seal, this day of	10. and LTA respectively, edged that they signed and delivered the and as the free and voluntary act of said oses therein set forth; and the said as custodian of the corporate seal nk to said instrument as 100 to 10						
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification/No. 1038  But and ACL  But ACL  B		26000199 Office						
BOX BOX 802  TRUST DEED  BURBANK STATE BANK  as Trustee TO	Trustee	BURBANK STATE BANK 5440 WEST 87h STREET BURBANK, ILLINOIS 60459						
The source of the second of th	eda a reservada e radio espekto e diparte e espera su de perci de produce. A reservada e espera	under til det <mark>ette til ette en en</mark>						
END OF RECORDED DOCUMENT								