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This Indenture, Made

April 20th,

19 82 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

April 12, 1982

and known as trust number

6725

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 herewich in the principal sum of

FIFTY THOUSAND DOLLARS AND NO/100...(\$50,000.00).....

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made payable to EEALCH 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 pereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate & 67/100

of 18 per cent per annum in installer ents as follows: ONE THOUSAND, TWO HUNDRED SINTY NINE DOLLARS & 67/100

on the 25th day of May

10 82 and ONE THOUSAND, TWO HUNDRED SIXTY NINE DOLLARS

on the 25th day of each

and over 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

 $25\,\mathrm{th}$ day of April 19.87 . 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 install ner t unless paid when due shall bear interest at the rate of 20 per cent per annum, and all of said principal 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 chicipal sum of money and said interest in accordance with the terms, provisions and limitations of this this deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby reknowledged, 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 COOK

AND STATE OF ILLINOIS, to-wit:

The South 12.5 feet of Lot 13, Lots 14 and 15 and the North 15 feet of Lot 16 in Block 6 in Oliver Salinger's and Company's Crawford Avenue and 55th Street Subdivision, being a Subdivision of that part of the Southeast quarter of the Southeast quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of the Indiana Harbor Belt Railroad (except that part of said Lots conveyed to the City of Chicago), in Cook County, Illinois.

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which, with the property neremafter described, is referred to nerein 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.

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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:

- 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 the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any buildings or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and he 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 general taxes, and pay special taxes, perial 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), see full under protest in the manner provided by statute, any tax or assessment which First Party may les re to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insural gainst loss or damage by fire, lightning or windstorm under policies providing for payment by the resultance of the note, under insurance policies payable, in case of loss or damage, to Trustee for the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the henefit of the holders of the note, 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 policie
 - 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 accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
 - 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, or withstanding anything in the note or in this trust deed to the contrary, become due and payable (a) inneriately 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 crercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by a celeration 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 factor of real all expenditures and expenses which may be paid or incurred by or on behalf of Trustee of holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, 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 20 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
- 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 advention whether there has a described as a deficiency. 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.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shrin Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly collige ed by the terms 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 indeanities satisfactory to it before exercising any power herein given.
- 9. It istee shall release 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 deliver a release hereof to and at the request of any person who shall, either before or after materity thereof, produce 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 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 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 herein contained of the note and which purports to be executed on behalf of hirs 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 are 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 corains the following clause:

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

12 & 13 see attached:

- The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this vust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest to or title to the premises subsequent to the date of this trust deed.
- In the event of a sale by contract or transfer, or convergnce of the title 13. to said premises, or any part thereof by these mortgagors, or their transferees, assignees or grantees at any time hereafter, with ν_{+} the prior written consent of the mortgagee, and without the payment c. a effect, the entire unpaid balance of principal and interest, and cdw.nees if any, shall immediately become day and interest. if any, shall immediately become due and payable without notice at ψ_0 option of the mortgagee, and the aforesaid sum shall bear interest flum the date of said sale, transfer or conveyance at the rate of 20% per annum

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THIS TRUST DEED is executed by the undersigned Trustee, not personally out as Trustee as afore-said; 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 agreements her on made are made and intended, not as personal covenants, undertakings and agreements her on made are made by the First National Bank of Everpreen Park, as Trustee, solely in the exercise of the pwer conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not shell state with the process of a second part of the pwer conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not shell state with the process of the process of

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.

THIS DOCUMENT PREPARED BY JAMES T. MOSTER
12727 S. RIDGELAND AVE
PAKES HEIGHT, ILL 60163

FIRST NATIONAL BANK OF EVERGREEN PARK As Trustoe as aforesaid and not personally

By Wise Breiden & Trust Officer

ATTEST

Assistant Prist Officer

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200	ed to the foregoing ficer, respectively, delivered the said in of said Bank, as T Assistant Trust Of of said Bank, did voluntary act and a and purposes there	are personally keinstrument as ke appeared before strument as the rustee as afores ficer then and that offix the corpor is the free and wein set forth.	At Vice-President a me this day in perso ir own free and volu aid, for the uses and here acknowledged to tate seal of said Ban	e same persons whose nd Trust Officer, and and acknowledged ntary act and as the fd purposes therein se hat he, as custodian k to said instrument Bank, as Trustee as a	sistant Trust Officer, names are subscrib- d Assistant Trust Of- that they signed and ree and voluntary act it forth; and the said of the corporate seal as his own free and foresaid, for the uses	
	· / /	April			A.D. 19 <u>82</u> .	
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	O)x		My commission e	•	Notary Public.	
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification Nr., 8203. FIRST NATIONAL BANK OF EVERGREEN PARK	SEAL: TRUST OFFICER	IMPORTANT	Colyn			20212750
Box DEED	THE FIRST NATIONAL BANK OF EVERCHEEN PARK OS Trustee To	Trustoe			PHE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 9570 STREET EVERGREEN PARK, U.L.	

END OF RECORDED DOCUMENT