26 311 847

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## This Indenture, Made

July 30th,

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 February 16, 1978

and known as trust number 4

herein referrer to as "First Party," and

FIRST NATIONAL BANK OF EVERGREEN PARK

herein referr d to as TRUSTEE, witnesseth:

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

ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100...(\$150,000.00)...

DOLLARS.

made payable to BEARER 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 her in fter specifically described, the said principal sum and interest

on the bolince of principal remaining from time to time unpaid at the rate

100 ·

of 16.5 per cent per annum in installments as follows: TWO THOUSAND, TWO HUNDRED FIFTY FIVE DOLLARS & 56/100

on the first day of September

15 of and TWO THOUSAND, TWO HUNDRED FIFTY FIVE DOLLARS & 56/100

on the first day of each

feach and every to teh

thereafter until said note is fully

paid except that the final payment of principal and in teres;, if not sooner paid, shall be due on the

first day of August 19 97. All sun payments on account of the indebtedness evidenced by said note to be first applied to interest on the opposite principal balance and the remainder to principal; provided that the principal of each installment upless paid when due shall bear interest at the rate of 18.5 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 principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust decl, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acker wledged, 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 DUPAGE

AND STATE OF ILLINOIS, to-wit:

PARCEL 1. Lot 5 in Lloyd A. Godings Assessment Plat, being a Subdivision of part of Section 1, Township 38 North, Range 10, East of the Third Principal Meridian, and part of Section 6, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 19, 1958 as Document 873881, in DuPage County, Illinois.

County, Illinois.

PARCEL 2. Lots 20, 21 and 22 (except the South 17 feet thereof) in Block 2 in H.A.

Calland's Addition to Evergreen Park, a Subdivision of the South West Quarter of the

South West Quarter of Section 1, Township 37 North, Range 13, East of the Third Principal

Meridian, in Cook County, Illinois.

This Instrument prepared by Robert M. Honig, Sr. Vice President First National Bank of Evergreen Pk 3101 W. 95th St. Evergreen Park, II. 60642

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.

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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 reason ble time any building or buildings now or at any time in process of erection upon said premise; (5) comply 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 monicipal ordinance; (7) pay before any penalty attaches all general taxes, and pay 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 fi il nder 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 insurance 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 no companies satisfactory to the holders of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note, and in case of of this paragraph.

- 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 couracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, the sire or claim thereof.
- 3. At the option of the holders of the note and without r it. to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not ithis tanding anything in the note or in this trust deed to the contrary, become due and payable (a) im a liately in the case of default in making payment of any instalment of principal or interest on the note, or (1), 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 at any time after the expiration of said three day paried. the expiration of said three day period
- 4. When the indebtedness hereby secured shall become due whether by receleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. It ary suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the lacre 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, outlys for documentary and expense the lien hereof, there shall be allowed 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 examination, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as frustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or overdence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the condition of th
- 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

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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 hereiunder 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 revoided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and offic may.

- 7. True e or the holders of the note shall have the right to inspect the premises at all reasonable times and recess thereto shall be permitted for that purpose.
- 8. Truster has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be c' ligr ted to record this trust deed or to exercise any power herein given unless expressly obligated by the terms in reof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or insconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to a before exercising any power herein given.
- 9. Trustee 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 celiver a release hereof to and at the request of any person who shall, either before or after maturity 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 be as 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 ground note herein described any note which may be presented and which conforms in substance with the description herein described herein, it may accept as the ground note herein described herein, it may accept as the ground note herein described herein, it may accept as the ground note herein described herein, it may accept as the ground note herein described herein, it may accept as the ground note herein described herein it may accept as the ground note herein described herein it may accept as the ground note herein described herein it may accept as the ground note herein described herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in wr ting filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been record a or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deed: of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust bereinder 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 contains the fallowing clause:

Said note also contains a promise by the maker the eof to deposit additional security for the payment of taxes, assessments, its trance premiums and other

see 12 & 13 attached:

said

- The mortgagor hereby waives any and all rights of reception from sale under any order or decree of foreclosure of this trust red, on its own behalf and on behalf of each and every person, except dorree or judgment creditors of the mortgagor, acquiring any interest in or it! to the premises subsequent to the date of this trust deed. 12.
- In the event of a sale by contract or transfer, or conveyance of the title to said premises, or any part thereof by these mortgagors, or their transferees, assignees or grantees at any time hereafter, without the prior written consent of the mortgagee, and without the payment of 1 transfer fee in accordance with the mortgagee's regulations then in effect, the entire unpaid balance of principal and interest, and advances if any, shall immediately become due and payable without notice at the outside of the mortgagee and the aforesaid eym shall bear interest from 13. option of the mortgagee, and the aforesaid sum shall bear interest from the date of said sale, transfer or conveyance at the rate of

see 12 & 15 attached:

ot persiting the company of the control of the cont THIS TRUST DEED is executed by the undersigned Trustee, not person ally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything he ein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trusce, hamed and referred to in said Agreement, for the purpose of binding it personally, but this instrument is exceived and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the privers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by the enforced against, the First National Bank of Evergreen Park, its agent, or employees, 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 vaived and released by the party of the second part or holder or holders of said principal or interest notes herein 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 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.

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# UNOFFICIAL COPY

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	COOK COUNTY, ILLIMOIS FILEO FOR FECORO	shedrey N. Olson. RECORDEN OF DEEDS
STATE OF ILLINOIS	1982 AUG -5 PM 12: 59	76311847
COUNTY OF COOK SS.		
I, a Notary Public	Anne Moylan , in and for said County, in the	he State aforesaid, DO HEREBY
CERTIFY, that _	ROBERT M. HONIG	
Section Vice-President and	d Trust Officer of the FIRST NATION	IAL BANK OF EVERGREEN PARK,
of said Bank, who id to the foregoin free, respectively, tell-grad the said of said Pank, as Assistant Trust O of said Pank, did	appeared before me this day in person instrument as their own free and volunt. Trustee as aforesaid, for the uses and p fficer then and there acknowledged tha affix the corporate seal of said Bank as the free and voluntary act of said Ba	Assistant Trust Officer, ame persons whose names are subscrib- il Trust Officer, and Assistant Trust Of- and acknowledged that they signed and ary act and as the free and voluntary act  ourposes therein set forth; and the said  it he, as custodian of the corporate seal  to said instrument as his own free and  ink, as Trustee as aforesaid, for the uses
· Fakili (Madada)	•	30th
day ofJuly	Qu'n	A.D. 19 82
and the second property of the second se	My commission exp	Doury Public.
SEAL:	MOTARY  ARY COMM	PARKE STATE OF REINOR SSIGN EUTRES ARE, 23 1983 BELINOIS NOTARY ASSOC.
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No8202	I M P O R T A N T  For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.	T Clory On
BOX BOX 223  TRUST DEED  THE FIRST NATIONAL BANK OF BYERGREEN PARK OS Trustee  To	Trustoo	THE FIRST NATIONAL BANK OF BYERCHEEN PARK 3101 WEST 9579 STREET EVERGREEN PARK, 11.1.

END OF RECORDED DOCUMENT