# UNOFFICIAL COPY

#### 27507799

THIS INDENTIFE made this	18th day of February	, A. D. 19.85, between
South Holland Trust & Savings Bank, a Illinois and qualified to do a trust busin	corporation duly organized and existing ess under and by virtue of the laws of of a Deed or Deeds in Trust duly rec	f the State of Illinois, not person- orded and delivered to said Bank
in pursuance of a Trust Agreement, dat	ed the 18th day of Februar	Y 1922., and known
as Trust Number. 7440 , here	n referred to as "First Party," and arold J. Gouwens	
herein referred to as Trustee, witnesseth	:	·
TART WHEREAS First Party	nas concurrently herewith executed a	an instalment note bearing even
date herevith in the principal sum of	Fifteen Thousand and 00/100	
made payable to BE AR) R	e de la constitución de	and delivered, in and by
which said Note the First Party pron Trust Agreement and here nafter spec	isses to pay out of that portion of ifically described, the said principal s	um and interest
on the balance of principal remaining		
in instalments as follows: One Hundr	ed Ninety Four and 75/100 (\$19	4.75) Dollars
on the first day of April	19 85 and One Hundred Ninet	
on the first day of each month	therefter with a final payme	nt of Twelve Thousand Nine
Hundred Eighty Three and 82/100	(\$12, 183 87) Dollars due on t	he first day of February,
1990.	$\tau_{\sim}$	
All such payments on account of on the unpaid principal balance and t ment unless paid when due shall bear i	the indebtedness evidenced by said no the remainder to principal; provided interest at the rate of seven per cent	that the principal of each instal-
cipal and interest being made payable at Illinois, as the holders of the note may,	such banking house or true company from time to time, in writing papeint	in Dolton, , and in absence of such appoint-
	t National Bank in Dolton	in said City,
NOW, THEREFORE, First Party interest in accordance with the terms tion of the sum of One Dollar in ha presents grant, remise, release, alien described Real Estate situate, lying and	and convey unto the Trustee, its succ	by ackr wedged, does by these essors and assigns, the following
COUNTY OF COOK AND STATE	of Illinois, to wit:	.0
Unit 101-B in Glenwood O following described propert	aks Condominiums, as delineat y (hereafter referred to as "	ed on survey the parcel"):
West 1/4 of North East 1/4, of North West 1/4 of South Range 14, East of the Third Exhibit 'A' to Declaration Lansing, as Trustee under T Trust Number 2423, and reco Document No. 22755967 and r together with an undivided from said parcel all the pr	nt No. 8, being a subdivision part of South East 1/4 of No Cast 1/4; all in Section 11, Principal Meridian, which support Condominium made by First cust Agreement dated February ded in the Office of the Recigistered with the Registrar 2.513% per cent interest operty and space comprising a said declaration and survey)	Township 35 North, Carvey is attached as National Bank of 24, 1972, known as of Titles as LR 2758676, in said parcel (except all the units thereof

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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 herein set forth.

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#### 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 building or buildings now or at any time in process of erection upon said premises; (5) compl, 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 municial ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments water charges, sewer service charges, and other charges against the premises when due, and upon writter request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under rotest, in the manner provided by statute, any tax or assessment which First Party may desire to conte u. (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss of 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 indeptedness 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 note, such rights to be evidence by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additions, and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal poincies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and number deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or interest or in settle any tax lien or other prior lien or itle or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or accessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of t e note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebted; ess secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a pai or 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 miking any payment hereby authorized relating to taxes or assessments, may do so according to any bill s atement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, catement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim t. ereof.
- At the option of the holders of the note and without notice to First Yar vy, 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 contrary, become due and payable (a) immediately in the case of drault 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 h reof 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 convince, folders 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 decree 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 exper 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 seven 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
- 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

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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 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 so cured 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 forecos are sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trust: or the holders of the note shall have the right to inspect the premises at all reasonable times and access in err to shall be permitted for that purpose.
- 8. Trustee h.s ro duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to ecord this trust deed or to exercise any power herein given unless expressly obligated by the terms here f, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduc or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release the interest 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 maturity threof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation T ustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor 'nu tee 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 norein contained of the note and which purports to be executed on behalf of First Party; and where the releas, 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 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. It case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county ir winch 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. In the event the property described herein sold by the maker bereof, then the note described herein shall be due and payable in full instanter he holder of or owner of the note, however, may consent to release of this provision for acceleration.
- 12. In addition to the above payments 1/12 of the annual tax and injurance shall be deposited with the holder of this note each month.

THIS TRUST DEED is executed by the South Holland Trust & Savings Bank, not personally but a Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Holland Trust & Savings 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 South Holland Trust & Savings 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 South Holland Trust & Savings 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, South Holland Trust & Savings Bank, not personally but as Trustee as afore-....President, and its corporate seal to be said, has caused these presents to be signed by its ..... Secretary, the day and year first above written. hereunto affixed and attested by its.

> SOUTH HOLLAND TRUST & SAYINGS BANK, As Trustee As Aforesaid and Not Personally President

ATTEST.

Secretary

STATE OF ILLINOIS, SS.

4PR-11-85 51005 27507799 I, the undersigned ., a notary public in and for said County, in the State aforesaid, do hereby certify that Randy De Graff....., ..Asst\_VicePresident of South Holland Trust & Savings Bank, a corporation, and..... Patti Grieger, ..., Asst. Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said.....Asst......Secretary did also the and there acknowledge that he as custodian of the corporate seal of said Corporation did affir the said corporate seal of said Corporation, to said Instrument as his own free and voluntary act ar I as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February Clarice S. T. L.
Notary Public A. D. 19....85.

NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires Mar. 12, 1985

Trust Deed has been identified herewith under The Instalment Note mentioned in the within

Identification No.

11 APR 85 10: 45

14.00

14.000 \_\_\_\_\_\_\_

rower and lender, the note secured by this Trust Deed should be iden-For the protection of both the bortified by the Trustee named herein before the Trust Deed is idea

SAVINGS BANK, as Trustee

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