27 040 420

This Indenture, Made

April 7,

300

19 84 , 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 July 25,1983

7

and known as trust number

7406

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 ne ewith in the principal sum of

THITTY FOUR THOUSAND DOLLARS AND NO/100...(\$34,000.00)...

DOLLARS,

made payably to BEARER

and delivered, in and by which said No the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement 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 $13\frac{1}{2}$ per cent per annum in smeallments as follows: FOUR HUNDRED TEN DOLLARS & $51/100 \frac{(410.51)}{DOLLARS} \frac{(410.51)}{(410.51)}$

on the tenth day of May

19 84 and FOUR HUNDRED TEN DOLLARS & 51/100

DOLLARS

on the tenth day of each

ar every 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

tenth day of April 38 2'Q4 All such payments on account of the indebtedness evidenced by said note to be first applied to interest or the unpaid principal balance and the remainder to principal; provided that the principal of each install out unless paid when due shall bear interest at the rate of $15\frac{1}{2}$ 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 reliant incipal 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 here y acknowledged, 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

and State of Illinois, to-wit:

- Parcel 1. Lot 4-51-6 in "Acacia Unit Four" being a Subdivision of part of the Northwest 1/4 of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian, recorded March 20, 1974 as Document 22659755, in Cook County, Illinois.
- Parcel 2. Easement appurtenant to and for the Benefit of Parcel 1 as shown on the Plat of Accacia Unit 4 aforesaid recorded March 20, 1974 as Document 22659755 as Common Property, being also known as outlots 6, 7 and 8 and the Declaration of Covenants recorded as Document 21500656 as amended from time to time, for ingress and egress.

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, windows 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.

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 by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory or vidence 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) comply with all requirements of law or municipal ordinances with respect to the premises at d the use thereof; (6) refrain from making material alterations in said premises except as required by lar, or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, so ecial assessments, water charges, sewer service charges, and other charges against the premises when out, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) hay in full under protest in the manner provided by statute, any tax or assessment which First Party may dees e to contest; (9) keep all buildings and improvements now or hereafter situated on said premises instree 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 ray in full 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 holder, 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 policies, to holders of the note, and in case 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 manner deemed expedient, and may, but need not, make fully or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, cor promise or settle any tax lien or other prior lien or title 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 councy 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 refice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, row it that and in the note or in this trust deed to the contrary, become due and payable (a) in the lately in the case of default in making payment of any instalment of principal or interest on the note, r(x) 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 negrid the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by a regist non 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 degree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or helders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expense 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 15½ 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 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.

- 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 $\sinh J$ Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly onlight 1 by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its orn goes negligence or misconduct or that of the agents or employees of Trustee, and it may require indemn the satisfactory to it before exercising any power herein given.
- 9. Irus se shall release this trust deed and the lien thereof by proper instrument upon presentation of satis actory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may elected and deliver 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 recoleded 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 mich 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 count 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 hist ment in writing 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 Record 1 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Success r 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 or this the following clause:

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

see 12. attached:

12. TRANSFER OF THE PROPERTY: ASSUMPTION: If all or any part of the property or an interest therein is sold or transferred by Pirto'er without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance prior written consent, excluding (a) the creation of a lien of encumbrance subordinate to this Mortgage, (b) the creation of a pu chase money security interest for household appliances, (c) a transfer by d lie, not containing an option to purchase, Lender may, at Lender's option, delete 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 of 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 sitsiactory to Lender and that the interest payable on the sums secured by this Manage 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 wri 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.

ersonally, by wthing hympets the muster that the state of THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements here... make are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed at a delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers on ferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, the First National Bank of Evergreen Park, its agents, or employes, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal 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 holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner 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 EYERGREEN 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.

aforesaid and not personally,

tent & Trust

ATTES Senior Vice Pre Assistant_xTrust Offic

COOK COUNTY, ILLINOIS

Sidney M. Olson

S C

	FILED FOR BECORD	RECORDER OF BEEDS
TATE OF ILLINO	18 1984 APR 11 AH 10: 33	27040420
OUNTY OFCOOK	ss.	
	ANNE MOYLAN	
	I,a Notary Public, in and for said County, in the	ne State aforesaid, DO HEREBY
	CERTIFY, thatROBERT M. HONIG	
Senior	Vice-President and Trust Officer of the FIRST NATION.	AL BANK OF EVERGREEN PARK,
& Tr. Off	andJOSEPH_C. FANELLI, _Senior Vice President &xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
	GIVEN under my nand and notarial seal, this	A.D./19 84
	My commission expi	Notary Public.
ı	SEAL:	NOTARY PUBLIC SAFE OF ILLINOIS MY COMMISSION BRINGS MAY TO 1987 USSUED THEU ILLINOIS NOTARY ASSOCI
• 1		

TRUST OFFICER FIRST NATIONAL BANK OF EVERGREEN PARK The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No......8408 VICE PRESIDENT & C) By

THE FIRST NATIONAL BANK OF

EVERGREEN PARK

as Trustee

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TRUST DEED

Box 225

IMPORTANT

Trustee

fore the Trust Deed is filed for record. fied by the Trustee named herein be-For the protection of both the borby this Trust Deed should be identirower and lender, the note secured

> THE FIRST NATIONAL BANK OF 3101 WEST 95TH STREET EVERGREEN PARK EVERGREEN PARK, ILL.

Cort's Office

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OF RECORDED DOCUMENT END