This Indenture, Made

July 1,

1985 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 June 26, 1985

and known as trust number.

herein referred to as "First Party," and Chicago Title Insurance Company

herein referred to as TRUSTEE, witnesseth:



THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF

THIRTY FIVE THOUSAND and NO/100 (\$35,000.00) - - - - -

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 spid Trust Agreement and hereinafter specifically described, the said principal sum and interest

from date hereof on the balance of principal remaining from time to time unpaid at the rate of 12% per cont per annum in installments as follows: Four Hundred Twenty & 06/100

1985 and Four Hundred Twenty and 06/100 DOLLARS August First day of

month on the First lar of each

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

First July 19 90. All such payments on account of the indebtedness day of evidenced by said note to be first inplied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of seven per cent per minur, and all of said principal and interest being made payable at

such banking house or trust company in fvergreen 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

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 time ations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto to Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the Village of Hickory Hills,

AND STATE OF ILLINOIS, to THE

Lots 99 and 100 in the South East 1/4 of the North East 1/4 of Section 11, Township 37 North, Range 12 East of the Third Principal Meridian, being all of Charles Bellel's Gladys Highland Subdivis on in Cook County Illinois.

Commonly known as: 9714-16 South Roberts Road, Hickory Hills, Illinois Permanent Tax Numbers: 23-11-205-015 and 23-11-205-016

> COOK COUNTY ALLINOIS FILED FOR RECORD

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which, with the property neremafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, 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.

UNOFFICIAL COPY

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STATE OF	ILLINOIS							. 1911 (- 11 d.) 6. júlio (- 12 d.) 13. júlio (- 12 d.)
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The Installment Note mentioned in the within Trust Deed has beer identified herewith under Identification Novel 6448	D. Newst.		3M P O R.T. A.W.T.	For the protoction of both the bor-	or you	fore the Trust Deed is filed for record.		95 095 954
TRUST DEED	THE FIRST NATIONAL BANK OF EVERGREEN PARK as Trusion	10	aejmil.					THE FIRST NATIONAL BANK OF BYERGREEN PARK 3101 WEST-05mi STREET EVERGREEN PARK 11.

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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 prehised or whithher this 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.

- 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 this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own across negligence or misconduct or that of the agents or employees of Trustee, and it may require indumines satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of solution of solution of solution existence 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 attain naturity 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 hereinder or which conforms in substance with the description herein contained of the note and which purpor's 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 First Party.
- 10. Trustee may resign by in trument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument built nave 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.

THIS TRUST DEED is executed by the undersigned Two tee, not personally, but as Trustee as afore-said; and it is expressly understood and agreed by the particular for a greement to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred 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 employees, on account hereof, or on account of any covenant, undertaking or agreement here are in said principal note contained, either expressed or implied, all such personal liability, if any, being he ery expressly waived and released by the party of the second part or holder or holders of said principal or in a cest 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 (by 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 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.

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

By

St. Vice President & trust Officer

ATTEST

Assistant Test Officer

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 AGE FED 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) 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 municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges gainst 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 statuc, 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 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 evidenced by the standard mortgage clause to be attached
- 2. The Trustee or the holders of we 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, for eiture, 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, leed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and windle (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 paragraph one hereof and such default shall continue for three days, side option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due thether by acceleration 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 includes in the decree for sale all expenditures and expenses which may be paid or incurred by or on benefor Trustee or 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 ruit 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 parable, 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, claiment 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.
- 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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or any part of the Property or the above named trust therein is sold or transferred by Borrower or the ransfer by devise, descent beneficiary of the trust without the Holders prior written consent rance subordinate to a joint tenant or (d) the containing an option to purchase, Helder may, at Holder's option, declare all sums secured by this Trist Deed to be immediately due the creation of a purchase money security grant of any leasehold interest of three years or less not the creation of a lien or encumb interest for nousehold appliances, (c) a to or by operation of law upon the death of a containing an option to purchase, Holder 9 interest for household appliances, (this Trust Deed, and payable.

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If Nolder exercises ruch option to accelerate, Holder shall mail Borrower notice of acceleration by registered or certified mail, return receipt requested. Such notice shall provide a period of not less than thirty (30) lays from the date the notice is mailed within which First Party may pay the sums declared due. If First Party falls to pay such sums prior to the expiration of such period, demand on First Party, Invoke any remedies permitted by Paragraph 4 hereof Holder may, without further notice or