UNOFFICIAL, COPY,

This Indenture, Made October 1, 1986, between MELROSE 1, Manual Bank, and Trust a corporation, 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 Agraement dated herein referred

September 23, 1986

and known as trust number

to as "First Party," and

Chicago Title & Trust Company,

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

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

Two-Hundred Ten Thousand and no/100

(\$210,000.00)

DOLLARS.

made payable to the order of BEARER 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 hereinafter specifically described, the said principal sum

*and interest on the balance of principal remaining from time to time unpaid at the rate of 10 1/2

cent per annum in in talments as follows One-Thousand Nine-Hundred Twenty/& Dollars

(\$1,921.00), or more, on the 1st day 1 November 19 86, and

\$1,921.00

DOLLARS

or more, on the 'lst

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 list day of May 1993, 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 instalment unless paid when one shall bear interest at the rate of 16% per cent per annum.

tin instalments as follows:

DOLLARS

on the

day of

and. 19

DOLLARS

on the

day of each

thereafter to and including the

, with a final payment

, 19 , together with interest of the balance due on the day of on the principal balance from time to time unpaid at the rate of per cent per annum, payable with and at the time for, and in addition to each of the said principal instalments; provided that each of said instalments of principal shall bear interest after maturity at the rate of per cent per cent per annum, payable

and all of said principal and interest being made payable at such place in Illinois, as the holder or holders of the note may, from time to time, in writing appoint, and in absence

of such appointment, then at the office of

in said State of Illinois;

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 decay, 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 the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Chicago

AND STATE OF ILLINOIS, to-wit:

Lots 2 and 3 in Block 5 in Field's Boulevard Addition to Irving Park, a Subdivision of the East 1/2 of the West 1/2 of the South West 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Perm. Index Number: 13-13-302-008; and 13-13-302-009.

Address of property: 3037 W. Montrose Ave.

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, 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.

NOTE: If interest is payable in addition to stated instalments, strike out from * to *. If stated instalments include interest, strike out from † to †.

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SIUM MARTIN SPEO W. HICGINS CHICAGO II. HICGINS MELROSE PARK NATIONAL BANK MELROSE PARK, ILLINOIS	dxn	Melrose Park National Bank as Trustee To	TRUST DEED
	IMPORTANT For the protection of both the borrower ond lender, the note ecu ed by this Trust Deed should be intermified by the Trustee named havein before the Trust Deed is filed for ecord.		The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No
and Asat. Secretary, respectively, and Asat. Secretary, respectively, direct they signed and delivered the as the free and voluntary act of said sees therein act forth; and the said he/she as custodian of the corporate ank to said instrument as his/her own ank to said instrument as his/her own to said Bank, as Trustee as aforesaid, as Trustee as aforesaid, as Trustee as aforesaid, and Motary Public	in person and acknowledge in person and acknowledge free and voluntary act and purpo the uses and purporate acknowledged that he corporate seal of said Be the free and voluntary act o and notatial seal, this and notatial seal, this and notatial seal, this on the lilinois	instrument as their day instrument as their day instrument as their own as Trustee as aforeas of asid Bank, did affix the nod woluntary act and as the cuses and purposes the CIVEN under my hand colobex. COCCODEX.	bies seA seal fit 10} o yab
NK, A National Banking Association, Asst. Secretary of	Josune M. Plevitz		otv bns and biss and
	Barbara J. Karg	ЕВУ СЕКТІРУ, ТНАТ	•
oid County, in the State aforesaid, DO	Notary Public, in and for sa	ss. 1, the <u>pa</u> dersigned, a	COUNTY OF COOK

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 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, sever 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 full under 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 in pay in full the indebtedness secured hereby, all in companies satisfactory to the benefit 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 policies to holders of t additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 16₹ per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the not; hereby secured making any payment hereby authorized relating to taxes or assessments, may do so necerding 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, forteilure, 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, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (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, 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 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 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 expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to make 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 fitte as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sait 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 therebecome so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 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 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?*
- $7_{\rm a}$ In addition to the payments of principal and interest, First Party agrees to pay to the Holder of the Note which this Trust Deed secures, monthly on each payment date, 1/12 of estimated real estate tax deposits based on the most recent annual tax bill. If at any time the balance on

prior to the due date of the tax bill. demand, First Party will deposit such additional sums with Holder of Note

prior to the due date of the tax bill.

as First party hereby waives any and all rights of redemption from sall under any order of foreclosure of this Trust beed, on its own being the party order of foreclosure of this Trust beed, on its own being the party of and sall rights of the parents of the parents of any libble for the payment of the indebtedness secured of sach receiver, of the person or persons, if any, libble for the payment of the indebtedness secured of sach income the payment of the indebtedness secured of sach income in the person or not, as well as deficiency, during the pendency of sach inceptor for the frustee hereinger may be appointed as such receiver. Such receiver from their power to collect the rent, issues and profits of sach forecastor in the pendency during the pendency of sach forecastor, and profits of a sale and a deficiency, during the till statutory period of the successors or assigns, except for the intervention of such receiver, would be entitled to collect such profection, postession, control, management or not, as well as during any further time when First Party rents, issues and profits of the intervention of such receiver, would be entitled to collect such profection, postession, control, management and operation of the premises during the whole of said period. The Court from time to time may suthorize the receiver to apply the net income in his hands in payment or whole or in party in the premises during the whole of said period. The income in his hands in payment or why tax, special sessenment or other lien which may be or become superior to the lien haven or any tax, special sessenment or other lien which may be or become superior to the lien hereof or of such deed, or in party in a papilisation is made prior to foreclosure superior to the lien reseor of a such 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 shell Trustee he obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereon, nor be liable for any acts or omissions hereinder, except in case of its own gross no lightee, or misconduct or that of the agents or employees of Trustee, and it may require sindemnities or misconduct exercising any power herein given.

Frusts of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trusts or satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and before or salter may execute, and deliver a release hereof to and at the request of any person who shall, either before or salter may accept as true without inquiry. Where a release is requested any note which bests a certificate of identification purporting to be executed by note without inquiry. Trustee may accept as the genuine note herein described any note which bests a certificate of identification purporting to be executed by the genuine of the description herein contained of the of the original trustee and which purports to the created on behalf of First Party; and where the release is requested of the original it may societ as the genuine note herein described and it has reverted and expense of the rever executed a certificate on any instrument identifying same as the note described herein described and it has rever executed a certificate on any instrument identifying same as the note described herein contained of the rever executed a certificate on any instrument identifying same as the note described and it has reversed and which conforms in autifat certificate on any instrument identifying same as the sentine note herein contained of the note and which prove which may be presented and which conforms in autifat certificate on any instrument identifying same as the sentine note herein contained of the note and which prove with the contained of the contained of the contained of the cont

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. In case of the resignation, insbility or refusel to set of Trustee, the then Recorder of The county in which the premises are situated shall be Successor in Trust. Any Successor in Trustee and surface or successor 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.

or assigns the mortgaged premises, or any interest therein, without the prior written consent of the Holder of the Write which this Trust Deed and payable in the event that Mortgagor/Irustee conveys, sells, transfers 11 The entire unpaid principal bilance of the Note shall become due

12. First Party hereby covenants, that no later than 30 days prior to the expiration date of each policy of insurance required hereunder relating replacement policy and (ii) a proper teceipt of payment of the annual remium for such replacement policy of insurance.

THIS TRUST DEED is executed by Melrose Park Mathonal Bank, not personally but as Trustee (said.) as a forestid in the exercise of the power and suthority conferred upon and vested at a base of the power and suthority conferred upon and vested at a base of the power and suthority to execute the transparents that it possesses full power and suthority to execute thereby, and it is expressly understood and sured that nothing herein or in asid meles or any interest that may accrue thereby, or on asid meles accruing hereunder, or to perform any covenant either express or implied herein contained, and it such is being expressly waived by Trustee and by every person now or hereafter elaphing any inability, if any, being expressly waived by Trustee and by every person now or hereafter elaphing any right or security hereunder, and that so far as the Tirst Party and its successors and said Melrose Park and the owner shall not a security hereunder, are concerned, the legal holder or holders or said the owner shall said melessed for the owner said melessed in the entering any indebtedness accruing hereunder shall look solely to the premises hereby conveyed tog the garness of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed tog the garness the freed of the owner shall not said note of the premises hereby conveyed tog the garness the concerned, the legal holder or holders of said note owner stations of the premises hereby conveyed tog the garness the concerned, the legal holder or holders or said in asid note provided in the tereor, by the enforcement of the lien hereby created in the manner herein and in asid note opposited in the tereor.

IN MILNESS MHEREOL' METRORE LYER NATIONAL BANK, not personally but as Trusses as a strong-

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acid, has caused these presents to be signed by its vice President, and its corporate seal ficible hereunto affixed and attested by its Assistant Secretary, the day and year first above written. Essistant Secretary, the day and year first above written. Essistant Secretary, the day and year first above written.

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Executed and different by the first transfer of the first transfer

SIVA MARTIN THIS INSTERMENT WAS PREPARED BY

CHICKED, ILL. 60630 5860 W. HIGGINS AVE