

COOK COUNTY, ILLINOIS
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THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED

70-72-727-035

THIS INDENTURE, Made October 24 1986, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated September 26, 1986 and known as trust number 100176-06, herein referred to as "First Party," and Chicago Title & Trust Company

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 \$54,300.87

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 hereinafter specifically described, the said principal sum and interest from October 5, 1986

on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum in instalments as follows: \$628.73

Dollars on the 5th day of November 1986 and \$628.73

Dollars on the 5th day of each 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 5th day of January 1999. 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 due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Morris 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 Paul E. Root

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 deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby 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 STATE OF ILLINOIS, to wit:

Lot 22 (except the east 10 feet thereof) in Block 29 in Manus Midlothian Park, a subdivision of the north east 1/4 of Section 10, Township 36 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

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14625 S Karlov
Midlothian, IL

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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.

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 improvement 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 notes; (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 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 or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

DELIVERY INSTRUCTIONS

NAME: Gomiien & Root
 STREET: First Midwest Bank Bldg.
 CITY: P.O. Box 667, Paul Root
 MORRIS, ILLINOIS 60450
 OR
 BOX 333

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

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EXHIBIT A

The mortgage premises are subject to the lien of the following described mortgage (hereinafter for convenience referred to as "senior mortgage"):

Mortgage dated December 2, 1967 and recorded December 4, 1967 as document 20344121 made by Lincoln W. Snyder and Dorothy E. Snyder, his wife, to Southwest Federal Savings and Loan Association of Chicago, to secure a note for \$50,000.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said senior mortgage (except the requirements to make the payments of principal and interest thereon), and upon compliance by mortgagor with the terms and provisions contained in said senior mortgage and contained herein, mortgagee will pay the installments of principal and interest from time to time due under said senior mortgage in accordance with its terms. Nothing contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in said senior mortgage required to be performed by mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with terms and provisions hereof. If mortgagor shall default in the performance of any term or provisions

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contained in this mortgage, mortgagee shall not be obligated to pay any principal or interest under the senior mortgage.

Mortgagor covenants and agrees that, to the extent mortgagee pays any installment of principal or interest or any other sums due under the senior mortgage, mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the senior mortgage and, in addition, to the extent necessary to make effective such rank and priority: (i) mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the senior mortgagee under the senior mortgage, and (ii) the senior mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder.

Contemporaneously herewith the parties hereto have executed a subrogation agreement to which reference is hereby made for the terms thereof.

In case of default hereunder, in addition to any other rights and remedies available to mortgagee, mortgagee may, but need not, make any payment or perform any act herein required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal and interest on the senior mortgage, other prior

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