TRUST DEED (ILLINOIS)

For Use With Note Form 1948 (Monthly Paymorts, Including Interes 3

88376415

y 30 ,	19.88
k of Evergreer nt dated 6-11-0	
Chicago	Illinois
Clearing Bar	(STATE)
Chiana	T11/
(CITY)	Illinois (STATE)
	Chicago Clearing Bar Chicago

The Above Space For Recorder's Use Only

to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Morrgagors, made payable to Bearer and delivered, in analysy which note Morrgagors promise to pay the principal sum of Ninety One Thousand and 00/100 pollars= date \pm on the balance of principal remaining from time to time unpaid at the rate of ± 0.25 per cent Dollars, and interest from ... per annum, such princy of sum and interest to be payable intoxicitoristic following. One_Year and a

TO STATE OF THE ST the extent not paid when dury to lear interest after the date for payment thereof, at the rate of _12.75 per cent per annum, and all such payments being

made payable at _Clearing Bank, 5235 W. 63rd Street, Chicago, Illinois _____ or at such other place as the legal holder of the note may from time to an exposition made appoint, which note further provides that at the election of the legal holder thereof and without notice, the case default shall occur in the payment, which note further provides that at the election of the legal holder thereof and without notice, the case default shall occur in the payment, when does not not principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the perform see of any other agreement contained in this Trust Deed (in which event election may be made at any time after the spiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, tibe and interest therein. situate. lying and being in the City of Chicago

lowing described Real Estate and all of their estate, right, the and ancies and all of their estate, right, the and ancies and all of their estate, right, the and ancies and all of their estate, right, the and ancies and all of their estate, and all of their estate, and all of their estate, and all of their estate and all of their estate, and all of their estate and all of their estate, and all of their estate, and all of their estate, right, the and ancies and all of their estate, right, the and ancies and all of their estate, right, the and ancies and all of their estate, right, the and ancies ancies.

The content of the ancies and all of their estate, right, the and ancies ancies and all of their estate, right, and right, Lot 16, 17, 18, 19 and 20 in 3 ock 17 in A.T. McIntosh's 63rd Street Addition in the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premi

Permanent Real Estate Index Number(s): 19-15-426-035/036/040

Address(es) of Real Estate: 4200 West 63rd Street, Chicago, Illiaois 60629

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledge), or marily and on a parity with said real estate and not secondarily), and all fixtures; apparatus, equipment or articles now or hereafter therein or thereon use 1005 opply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without ristricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoyes and water heaters. All of the foregoing, are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment of articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgagor premises.

TO HAVE AND TO HOLD the premises unto the said Frustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State or illinous, which said rights and benefits Mortgagors do hereby expressly release and waive

Mortgagors do hereby expressiv release and waive

The name of a record owner is

PLEASE

PRINT OR TYPE NAME(S) BELOW

SIGNATUREISH

State of Illmon

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Q.

ATT:

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This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this 7 rust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be hinding on Mortgagors, their heirs.

witness the hands and scals of Mortgagors the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN PARK, U/T/A DATED 6-11-88 A/K/A TRUST # 10246

TRUST OFFICER (Seal)

James_Pay Thomas Flavi

I, the undersigned, a Notary Public in and for said County JOSEPH C. FANELLI, SR. VICE PRES. & TRUST OF. THE STATE STORESARD DO HERE BY CERTIFY that JOSEPH C. FANELLI, SR. VICE PRES. & TRUST COFFIRST NATIONAL BANK OF EVERGREEN PARK AND ANNE MOYLAN, LAND TRUST ADM.

IMPRESS personally known to me to be the same person S whose nameS are subscribed to the foregoing instrument, SEAL appeared before me this day in person, and acknowledged that ____ h ____ signed, sealed and delivered the said instrument as their ... tree and voluntary act, for the uses and purposes therein set forth, including the telease and waiver of the

right of homestead		
8th Given under my hand wolanycops are state of Italians. Commission expires my countission exp. nam. 25, 1980	- day of August Spanin & Holomb	

Notary Public

19 88

Issued thru III. Notary Assoc.

L. Pitrowski, Clearing Bank, 5235 W. 63rd St., Chicago, Il 60638 this instrument to Clearing Bank

5235 W. 63rd Street ____Illinois 60638

Chicago RDER'S OFFICE BOX NO THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE R'OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE REGINS:

1. Mortgagors shall (1) keep said regules in good condition and repair, without was c (2) promptly repair, restore, buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premimerhanic's liens or tiens in tuxor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhevidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any build, now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances, the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal or previously consented to in writing by the Trustee or holders of the note.

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2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water reservice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner statute, any tax or assessment which Mortgagors may desire to contest.

g**es**, sewer the note ovided by

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the sor repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, a policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be e idenced by the gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of construction

· by fire. eplacing SUPARES and in

4. In case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any acquired of Mortgagots in any form and manner deemed expedient, and may, but need not, make full or partial payments of principle prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therefrom any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes he and all expenses paid or incurred in connection therewith, including reasonable attorneys fres, and any other monets advanced by holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each mill be so much additional indebtedness secured hereby and shall become imme payable without notice and with interest thereon at the rate of time per cent per annum. Inaction of Trustee or holders of the money shall be come small payable without notice and with interest thereon at the rate of time per cent per annum. Inaction of Trustee or holders of the money shall be come, waiver of any right account to them on account of any default hereunder on the part of Mortgagors.

arest on or reducing tee or the ncerning due and

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes he assess so according to any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of soment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

may do all, state.

6. Mortgagors shall nay each item of indebtedness herein mentioned, both principal and interest, when due according to the At the election of the holde's of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Transitional note of this Transitional note of the contrary, become due and payable when default shall occur and continue for three days in the performance of any other according to herein contained.

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7. When the indebtedness here of secured shall become due whether by the terms of the note described on page one of by a cotherwise, holders of the note or Trust of shall have the right to foreclose the lien hereof and also shall have all other rights provided of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included a debtedness in the decree for sale all expendatures and expenses which may be paid or incurred by or on behalf of Trustee or holder of altorneys fees. Trustee's fees, appraiser's five, datlays for documentary and expert exidence, stenographers' charges, publication of (which may be estimated as to items to be excended after entry of the decree) of procuring all such abstracts of title, title searches tions, guarantee policies. Torrens certificates, and ".mi. ir data and assurances with respect to title as Trustee or holders of the non-the reasonably necessary either to prosecute such (all of to evidence to bidders at any sale which may be had pursuant to such decree dition of the title to or the value of the premises, in addition, all expenditures and expenses of the nature in this paragraph mention, come so much additional indebtedness secured hereby and immediately due and payable, such interest thereon at the rate of nine per cent proceedings, to which either of them shall be a party, either is plaintiff, claimant or detendant, by reason of this Trust Deed of any indebtine secured; or (b) preparations for the commencement of any section, or the foreclosure hereof after account of such right to foreclosure which might affect the premises or the security hereof accountenced: or (c) preparations for the defense of any threatened; un or proceeding which might affect the premises or the security hereof accountenced: or (c) preparations for the defense of any threatened; un or proceeding which might affect the premises or the security hereof accountenced: actually commenced

feration or the layer ditional ine note for examinatrue con-d shall betom, when unkrupter ess herens ther or not

8. The proceeds of any forcelosure 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 forcelosure proceedings, including all such items as are mentioned in the preceding paragraph areof: second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby are red, with interest thereon as herein provided; third, all principal and interest remaining unpaid, fourth, any overplus to Morigagois, their hereby sentatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trive fixed, the Court in which such complaint is filed away appoint a receiver of said premises. Such appointment may be made either before or after one, without notice, without regard to the solvene or involvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same nail be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to deficit 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 take for such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the crosses for the protection, possession, control, management and operation of the premises during the vinite 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 vil The indebtedness secured 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 here it or of such decree, provided such application is made prior to foreclosure sale. (2) the deficiency in case of a vicard deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense who would not be good and available to the party interposing same in an action at law upon the note hereby secured.

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto small be permitted for that purpose.

12. 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 Lab's for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and as may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactors 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 reducts of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indepted has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a survivor tustee, such successor trustee has paid, which representation Trustee may accept as the genuine note herein described any note which hears a certificate of identification purpour no to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note only instrument identifying same as the principal note described herein, he may accept as the genuin-principal note herein described any note which may be presented and which conforms in substance with the description herein contained or principal note herein described any note which may be presented and which conforms in substance with the description herein contained or principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrum half base been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Dead of
in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title of
authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts perform. ac county , creunder.

15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed. through ment of

IMPORTANT

The Installment Note mentioned in the within Trust Direct. حاج محادور الانصوليل جهارموا خان

FOR THE PROTECTION OF BOTH THE BORPOWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED TO CLEARING BANK

DATED July 30, 1988 UNDER TRUST NO. 10246

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 convenants, undertakings and agreements herein made 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 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 becein or in said principal note 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 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.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under Trust No. 10246 .

Sr. Vice President & Trust Officer

ATTEST:

LAND TRUST ADM.

DEPT-01 RECORDING \$13.1 T\$2222 TRAN 4993 38/18/88 14:36:00

COOK COUNTY RECORDER

1300

UNOFFICIAL COPY

Property of Coof County Clerk's Office

