

UNOFFICIAL COPY

183-8

21 633 656

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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

SEP 3 60-58-888

SEP 3 71 3 01 PM

THE ABOVE SPACE FOR RECORDERS USE ONLY 21610490

THIS INDENTURE, Made August 25, 1971, between Michigan Avenue National Bank 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 August 25, 1971 and known as trust number 1978 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 instalment note bearing even date herewith on the Principal Sum of EIGHTY THOUSAND and No/100ths (\$80,000.00) DOLLARS

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 September 1, 1971 on the balance of principal remaining from time to time unpaid at the rate of 7 1/2 per cent per annum in instalments as follows: SEVEN HUNDRED and No/100ths (\$700.00), or

more Dollars on the 1st day of October 1971 and SEVEN HUNDRED and No/100ths (\$700.00) or more

Dollars on the 1st 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 1st day of September 1981. 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 Chicago, 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 Jiro Yamaguchi, 1011 West Belmont Avenue, in said City.

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, 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 Cook AND STATE OF ILLINOIS, to wit:

Lots 4 and 5 in Block 19 in Bushnell's Addition to Chicago, said addition being laid out upon East 1/2 of South East 1/4 of Section 4, Township 3 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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, indoor 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.

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 mechanics 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 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

NAME: Jiro Yamaguchi
STREET: 1011 W. Belmont
CITY: Chicago, Ill.
OR
INSTRUCTIONS: 153
RECORDER'S OFFICE BOX NUMBER: 153

FOR RECORDERS-INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1108-1110 North Clark St.
Chicago, Illinois 60610

21 633 656
21 610 490

RIDER TO
TRUST DEED DATED AUGUST 25, 1971, BETWEEN
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,
TRUSTEE, UNDER TRUST AGREEMENT DATED
AUGUST 25, 1971, and KNOWN AS TRUST NO. 1978

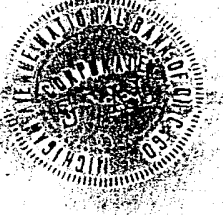
12. The maker of this Trust Deed, for itself, its beneficiaries, successors and assigns, reserves the right to demolish the improvements located upon the property described in this Trust Deed and it is specifically understood that in the event of any such demolition the monies due upon the Note secured by this Trust Deed shall not be accelerated and the terms of payment of said Note shall not be altered or affected.

13. Any provision herein to the contrary notwithstanding, the maker of this Trust Deed, its successors and assigns, shall not be required to carry fire insurance upon the property described in this Trust Deed to a greater extent than the lesser of the unpaid principal balance due upon the Note secured by this Trust Deed or 80% of the insurable value of the improvements located upon said property.

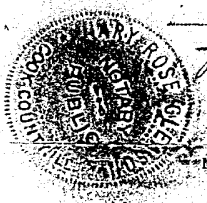
MICHIGAN AVENUE NATIONAL BANK,
of Chicago, as Trustee, as aforesaid,
and not personally.

By J. V. Meyerling Senior
Vice President

Attest Elsie C. Gadzinski
Assistant Secretary



Subscribed and sworn to before me this 27 day of Aug, 1971.



Mary Rose
Notary Public

My commission expires 9/15/71.

21 633 656

21 610 490

Handwritten signature