

TRUST DEED

21 759 986

21 734 075

18-43 549087

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 15, 1971, between Exchange 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 Bank in pursuance of a Trust Agreement dated November 11, 1971 and known as trust number 25886, herein referred to as "First Party," and

Chicago Title and 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 EIGHTY THOUSAND AND NO/100----- (\$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

8-1/4% per cent per annum in instalments as follows: SEVEN HUNDRED SEVENTY SIX & NO/100----- (\$776.00)----- Dollars on the first day of January 1972 and SEVEN HUNDRED SEVENTY SIX & NO/100----- (\$776.00)----- Dollars on the first 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 first day of December 1986.

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 Exchange National Bank of Chicago.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the 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 Cook

AND STATE OF ILLINOIS, to wit: Lots 6, 7, 8 and 9 in Gaubert and Gross' subdivision of Lot 38 in Block 10 (commonly known as 316 to 324 West 31st Street), and lot 1 in Albert Crane's subdivision of lots 3, 4, 5 and 6 in Block 2 (commonly known as 334 to 336 West 31st Street); all in United States Bank Addition to Chicago in the W 1/2 of the SE 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and except the West 8 feet thereof, Lots 34, 35, and 36 in Block 9 of Albert Crane's Subdivision of Blocks 7 & 9 in United States Bank Addition to Chicago, in the W 1/2 of the SE 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which is commonly known as 350 TO CORRECT LEGAL DESCRIPTION

Goodies

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 thereon, 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, ventilation (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, and windows, floor coverings, in-lair beds, swings, 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 HEREBY 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 building or improvements now or hereafter on the premises which may become damaged or 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 liens to Trustee or 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 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 company 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 to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about

NAME EXCHANGE NATIONAL BANK OF CHICAGO (REAL ESTATE LOAN DIVISION) STREET 130 South LaSalle Street CITY Chicago, Illinois 60690

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

316-24 & 350-54 West 31st Street, Chicago

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 80

21 734 075 282-12 21 759 986

UNC 6-60-85-333

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim (heretofore or hereafter) or foreclosure or foreclosure affecting said premises or connect with any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in hereinafter mentioned connection to Trustee for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Election 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 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, foreclosure, 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 deed shall notwithstanding anything in the note or in this instrument to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment 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 paragraphs hereof and such default shall continue for thirty days, said option to be exercised at any time after the expiration of said thirty 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 attorney's fees, Trustee's fees, appraiser's fees, costs 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 instruments with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the hereby and immediately due and payable, 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 proceedings 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 incurred in the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are due and payable to First Party, its legal representatives or assigns, as their rights may appear; third, all principal and interest remaining unpaid on the note; fourth, any surplus 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 receiver may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the true value of the premises or whether the same shall be then owned 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 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 times 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 moneys which may be necessary or are usual in such cases and the receiver, when appointed, shall be entitled to collect the same 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 (1) of the indebtedness hereby secured, (2) of the costs and expenses of such receiver, (3) of 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. Trustee or the holders of the note shall be bound 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 hereunder unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release a lien first deed and the lien hereby of proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and that no liens or claims exist in relation thereto and that the request of any person who shall, either before or after maturity thereof, inquire. Where a mortgagee or holder of the note may apply and the holder of the note or the trustee hereof shall have been paid in full, without notice, and without identification purporting to be executed by a proper trustee hereof or which conforms in substance with the description herein contained of the note and which purports 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 execute the note hereby secured and 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.

9. Trustee may resign by instrument in writing filed in the office of the Recorder or 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.

10. For the purpose of providing regularity of the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of all premiums on renewals of policies of fire, theft, other hazard insurance now in force, the Mortgagee will deposit with the holder of the Note on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited by the holder of the Note, and the holder of the Note and the holder of the Note are to be applied by the holder of the Note to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the holder of the Note deems the amount deposited insufficient to pay such taxes, assessments and insurance premiums, the Mortgagee will deposit with the holder of the Note any amount necessary to make up the deficiency provided, however, that nothing in this paragraph contained shall relieve the Mortgagee from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums and the holder of the Note any amount necessary to make up the deficiency provided, however, that nothing in this paragraph contained shall relieve the Mortgagee from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

11. It shall not be obligatory upon the holder hereof to inquire into the accuracy of any statement or account of the Mortgagee or of any other person or entity, and the Mortgagee hereby waives any and all rights of redempion, from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of the Mortgagee, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

12. First Party has been advised by its beneficiaries that the proceeds of the loan secured by this Trust Deed will be used for the purposes specified in Paragraph (d) of Chapter 76 of the 1965 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

COOK COUNTY, ILLINOIS FILED FOR RECORD
COOK COUNTY, ILLINOIS FILED FOR RECORD
Dec 28 '71 10 50 AM
Dec 6 '71 3 02 PM
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THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on it as such Trustee by said Exchange National Bank of Chicago, hereby, and it is expressly understood and agreed that nothing herein or in any other instrument executed by First Party or on said Exchange National Bank of Chicago personally to pay the said note hereby secured shall be construed as creating any liability on the part of First Party or on said Exchange National Bank of Chicago personally to perform any covenant or implied herein contained, or to pay the said note hereby secured, or to enforce the personal liability of the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby secured, or to do any of the things herein provided for or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its first above named Vice-President-Trust Officer, and its corporate seal to be hereunto affixed, this 1st day of December, 1971.

EXCHANGE NATIONAL BANK OF CHICAGO, as Trustee, proposed and not personally,
By *[Signature]*
Attest *[Signature]* ASSISTANT CHIEF TRUST OFFICER
I, Eileen J. Weisbrod, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that BEN A. ROSEN, Second Vice-President-Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and MICHAEL H. ERDE, Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Chief-Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Chief-Trust Officer then and there acknowledged that said Assistant Chief-Trust Officer, custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December, 1971.
[Signature]
Notary Public

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 549087
CHICAGO TITLE AND TRUST COMPANY
[Signature] Trustee
Assistant Trust Officer
Secretary

21759986

UNOFFICIAL COPY

Property of

MADE A PART HEREIN
HEREIN IS EXPRESSLY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.



Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT
NORMA SCHUPPENHAUER
BEN A. ROSEN Vice President—Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and
MICHAEL H. ERDE Assistant Cashier—Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as corporate seal of said Bank, did also then and there acknowledge their free and voluntary act, and as set forth.

Given under my hand and Notarial Seal this 20th day of Dec. 1921

Norma Schuppenhauer
Notary Public

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END OF RECORDED DOCUMENT

County Clerk's Office