

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard R. Olsen
RECORDED FOR DEEDS

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COOK COUNTY CLEAR

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THIS INDENTURE, Made — January 3 — 1972, 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 November 21, 1965 and known as trust number — 1122 —, herein referred to as "First Party," and PARK NATIONAL BANK OF CHICAGO, a National Banking Association

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 SEVENTY THOUSAND AND NO/100 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 — January 3, 1972 — on the balance of principal remaining from time to time unpaid at the rate of 7-3/4 per cent per annum in instalments as follows: TWO THOUSAND FIVE HUNDRED FORTY ONE & 46/100

Dollars on the — 1st — day of February — 1972 and TWO THOUSAND FIVE HUNDRED FORTY ONE AND 46/100

Dollars on the — 1st — day of each and every 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 January — 1982. 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 ~~unpaid when due shall bear interest at the rate of seven per cent per annum~~ and all of said principal and interest being made payable to 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

PARK NATIONAL BANK OF CHICAGO — Prepayment privilege granted, for details see Instalment Note 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 that 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, give and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, being and being in the COUNTY OF — Cook — AND STATE OF ILLINOIS, to-wit:

Parcel #1: The North one hundred eight (80) feet of Block five (5) (except the West one hundred ninety (90) feet thereof and except that part thereof taken for widening of West Randolph Street in Wright's Addition to Chicago in the South West quarter of Section eight (8), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Parcel #2: Lot two (2) in Assessor's Division of part of blocks four (4) and five (5) in Wright's Addition to Chicago in Section eight (8), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Parcel #3: The North 61 feet of Lot 1 in Assessor's Division of part of Blocks 4 and 5 in Wright's Addition in Section 8, Township 39 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 placed 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, door coverings, linoleum, 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 hereinafter 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 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 liens 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; 4. upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; 5. complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises with all requirements of law or municipal ordinance 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 all 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 notice, 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; 10. by 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

D E L I V E R Y	NAME	FOR RECORDERS INDEX PURPOSES
	STREET	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	CITY	
	INSTRUCTIONS	OR
	RECORDER'S OFFICE BOX NUMBER 480	

Parcel #1	1313 W. Randolph St.
#2	1276 W. Washington Blvd.
#3	114 N. Elizabeth St.
	Chicago, Illinois

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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 to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee, as the holders of the note may, but need not, make any payment or perform any act herebefore 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter 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. 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 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, forfeiture, 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 trust deed 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 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, they shall be allowed and included as additional indebtedness in the decree for 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 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 assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to advertise 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 expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured 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 indebtedness to foreclose, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the title 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, at 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 for such receiver, of the party or parties, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the pendency of such foreclosure suit 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 powers which may be necessary or are usual in such cases, for the protection, possession, control, management and operation of the premises 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 of: (1) The indebtedness secured hereby, or by any decree enforcing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) 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.

8. 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 required 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 agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by any instrument upon presentation of satisfactory 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 request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder 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 of identification purporting to be executed on behalf of First Party, it may accept as the genuine note herein described 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.

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, inability or refusal to act of Trustee, the Recorder or Deed 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.

(RIDER ATTACHED AND MADE A PART HEREOF)

11. Mortgagors further agree that upon default in the payment of any of the said instalments or the violation of the covenants or agreements stipulated in this trust deed we shall pay interest at the rate of eight (8) per cent per annum upon the total amount of the indebtedness so long as said default continues and until the same is cured. The interest shall be added to the principal sum above mentioned, or such part thereof as may be unpaid, and any advance made by the holders of the note, together with interest as aforesaid, shall, at the option of the holders of the note, become immediately due and payable, without notice, anything heretofore contained to the contrary notwithstanding.

12. Said parties of the first part further covenant and agree to deposit with the Trustee or the legal holder of the within mentioned note, on the 1st day of each and every month during the term of said loan commencing on the day of the month of _____ 19__ and every month thereafter, the sum of _____ Dollars, to be estimated from a real estate tax net according to said premises computed on the amount of the last ascertainable real estate taxes levied against the premises (1/2%) of the annual insurance premiums, which sum to be used by the Trustee or the legal holder of the note, to pay the general real estate taxes levied against said premises, and insurance premiums as and when the same become due and payable.

13. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, and in the event of such foreclosure, shall be bound and obligated to respond to the order or judgment of the court, creditors of the mortgagor, aquiree any interest in or title to the premises subsequent to the date of this Trust Deed.

14. In the event of a Sale or Conveyance of the property described herein, the entire balance remaining unpaid on this mortgage shall become due and payable immediately at the option of the Holder of the note.

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