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16-26

TRUST DEED

502100

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAR 7 '72 2 58 PM

21 839 589

William K. Olson
RECORDER OF DEEDS

21839589

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 28 19 72, between The ~~Chicago National Building Association~~ ^{MARINA CITY BANK}, 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 September 10, 1970 and known as trust number 117, 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 Three Hundred Sixty Thousand and no/100 (\$360,000.00)---

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 in instalments as follows: Fifteen Thousand and no/100 (\$15,000.00)----- DOLLARS

on the 1st day of June 19 72 and Fifteen Thousand (\$15,000.00) DOLLARS on the 1st day of each Sept., Dec., March and June thereafter, to and including the 1st day of December 19 77, with a final payment of the balance due on the 1st day of March 19 78, with interest on the principal balance

from time to time unpaid at the rate of in said Note set forth per cent per annum payable quarterly; each of said instalments of principal bearing interest after maturity at the rate of ten 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 THE MARINA CITY BANK 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:

PARCEL 1:
The West half of the South East quarter of Section 7, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 2:
The North West Quarter of the North East quarter of Section 18, Township 42 North, Range 10, 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, assessments, 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 secondarily to the party 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, 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.

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 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 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 and subsequent Trustee or in 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 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, sewer, gas or electric 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 insurer of the sum of money 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 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 *Allen H. Shapiro*
STREET *177 N. La Salle St.*
CITY *Chgo Ill.*
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER *Box 589*

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

21 839 589

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 procure, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon from any tax sale or foreclosure affecting said premises or collect 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 monies 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.

1. First Party hereby waives any and all rights of redemption 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, creditors of the First Party, acquiring any interest in or title to the premises subsequent to the date hereof.

THIS TRUST DEED is executed by THE MARINA CITY BANK not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE MARINA CITY BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability of said First Party or on said THE MARINA CITY BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said THE MARINA CITY BANK personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, The MARINA CITY BANK not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

THE MARINA CITY BANK As Trustee as aforesaid and not personally,
BY Donald N. Kemp
VICE-PRESIDENT-TRUST OFFICER
ATTEST: Robert N. Frankel
ASSISTANT CASHIER

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, Luis Hansen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Donald N. Kemp Vice-President-Trust Officer of the MARINA CITY BANK and Robert N. Frankel Assistant Cashier 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 Cashier, 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 Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier's 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.

GIVEN under my hand and Notarial Seal this 16 day of March, 1972.

Luis Hansen
NOTARY PUBLIC

IMPORTANT
FOR PROTECTION OF BOTH THE
DONOR AND LENDER, THE NOTE SECURED
BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE
INSTRUMENT IS FILED FOR RECORD.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 29, 1973

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 552109
CHICAGO TITLE AND TRUST COMPANY
By Assistant Trust Officer
Secretary

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END OF RECORDED DOCUMENT