2 14 PM THE ABOVE SPACE FOR RECORDERS USE ONLY 2 1 860354

COOK COUNTY, ILLINOIS 21 860 354

TRUST DEED

552465

D E L I V E

STREET

INSTRUCTIONS

THIS INDENTURE, Made February 20th, 19 72, between Marquette National Bank, 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 January 8th, 1970, and known as trust number 4847, herein referred to as "First Party," and CHICAGO TITLE & TRUST COMPANY	3
THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of FIVE THOUSAND (\$5,000.00)	
made paya', 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 as follows: \$154.39 or more payable on the 1st day of March, 1972,	
and \$154.39 or more on the 1st day of each successive month thereafter until paid in ful	
with interest on the principal balance	
from time to time unpaid at the rate of 7% per cent per annum payable monthly.	
All such payments on account of the indebt these evidenced by said note to be first applied to interest on the unpaid principal balance and the remaind. The principal principal of each instalment unless paid when due shall bear interest at the plate of eight per cent per annum, and all of said principal and interest being made payable at such banding youse or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in vri'n, appoint, and in the absence of such appointment, then at the office of BERNICK & BERNICK, Attys, 310 South Kedzie Avenue, in said City,	
NOW, THEREFORE, First Party to secure the payment of the said principal sum of noney and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of the said the said of the s	
being in the COUNTY OF COOK AND STATE OF ILLINOIS, it	
Lot 8 in Block 12 in Cobe and McKinnon's 19th Street and Western Avenue Subdivision of the Sout's Last 1/4 of the North East 1/4 and the North East 1/4 of the	
South East 1/4 of Section 13, Township 38 NCrth, Range 13, East of the Third Principal Meridian,	
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tensents, easements, fixtures, and appurtenances thereto belonging, and all rents, issue and a part of the solid and during all anoth times as Print Party, its successors or assigns may be entitled thereto (which are piedged primaris and a a party with add read of the property of the propert	

2553 West 59th Street, Chicago, Illinois 354

R. Olien

BOX 533

BERNICK & BERNICK, Attys. 6310 South Kedzie Avenue

Chicago, Illinois, 60629/

OR

UNOFFICIAL COPY

al and renewal policies, to holders of the note, and in case of insurance sective dates of expiration; then Trustee or the holders of the note may form and manner deemed expedient, and may, but need not, make purchase, discharge, compromise or settle any tax lien or other prior; and premises or contest any tax or assessment. All proposes and premises or contest any tax or assessment.	clause to be attached to each policy; and to deliver all policies, including addition to expire, to deliver renewal policies not less than ten days prior to the say, but need not, make any payment or perform any act hereinbefore set forth that or purial payments of principal or interest on prior encumbrances, it any, and the purposes herein authorized and all expenses paid or incurred in concerning which action herein suthorized and all expenses paid or incurred in concerning which action herein suthorized may be taken, shall be so much additionated the proposed prior to the propose of the proposed prior to the proposed proposed prior to the proposed prior to the proposed proposed prior to the proposed pr
ion therewith, including attorneys' fees, and any other moneys advance lien hereof, plus reasonable compensation to Trustee for each 1 after c all indebtedness secured hereby and shall become immediately due and annum. Inaction of Trustee or holders of the note shall never be convisions of this peragraph.	seed by Trustee or the helders of the note to protect the mortay and premises and oncerning which action herein authorized may be taken, shall be so much addid a payable without notice and with interest thereon at the rate of eight per cent didered as a waiver of any right accruing to them on account of any of the
to any bill, statement or estimate procured from the appropriate pul	payment hereby authorized relating to taxes or assessments, may do so according to the accuracy of such bill, statement or estimate
aking payment of any daylining in the note or in this trust deed to any of the things specifically me to principal or interest on the note, any of the things specifically me the property of the received and se- s after the expiration of said three day period. 4. When the indebtedness hereby secured shall become due whether	or claim thereof. Party, its successors or assigns, all umpaid indebtedness secured by this trust the contrary, become due and payable (a) immediately in the case of default, or (b) in the event of the failure of First Party or its successors or assigns to such default shall continue for three days, said option to be exercised at any the society of the party of the
is to foreclose the lien hereof. In any suit to foreclose the lien hereof, it all expenditures an' expenses which may be paid or incurred by or documentary and expert evidence, stenograph of the party	To pacceleration or otherwise, holders of the note or Trustee that have the there shall be allowed and included as additional indebtedness in the decree for on behalf of Trustee or holders of the note for attorneys' feet. Trustee's feet, or the control of the c
o evidence to idde. any sale which may be had pursuant to such idures and expenses of 'he nature in this paragraph mentioned shall payable with interest in eon at the rate of eight per cent per annu reason of this trust ced a ye indebtedness hereby secured; or the reason of this trust ced a ye indebtedness hereby secured; or the	decree the true condition of the title to or the value of the premises. All ex- become so much additional indebtedness secured hereby and immediately due um, when paid or incurred by Trustee or holders of the note in connection with bith either of them shall be a party, either as plaintiff, dalmant or defendant.
rual of such right to for close whether or not actually commenced; or hit affect the premises of the certify hereof, whether or not actually 5. The proceeds of any	(c) preparations for the defense of any threatened suit or proceeding which commenced. ributed and applied in the following order of priority: First, on account of all such items as are mentioned in the preceding paragraph hereof; second, all such items as are mentioned in the preceding paragraph hereof; second, all other processes of the proc
ed; third, all principal and in. alning unpaid on the note; for its may appear. 6. Upon, or at any time after the lili, if a bill to foreclose this trust. 5. Such appointment may be made e ther by the or after sale, without a problemance that the sale, without a	urth, any overplus to First Party, its legal representatives or assigns, as their deed, the court in which such bill is filed may appoint a receiver of said premarker, or the substance or insightency at the time of application online, without regard to the solvency or insightency at the time of application
premises or whether the same shall be them complete or the program over shall have power to collect the rents, its x x vid profits of said previations, during the full statutory period o' red mption, whether there successors or assigns, except for the interval it x o' such receiver, wo	deed, the court in which such bill is filed may appoint a receiver of said premotive, without regard to the solvency or insolvency at the time of application of the solvency of insolvency at the time of application or not and the Tustee hereiunder may be appointed as such receiver. Such remises during the pendency of such foreclosure suit and, in case of a sale and a e be redemption or not, as well as during any further times when First Party, and the suit of the suit o
said period. The court from time to time it authorize the receiver to chartering secured hereby, or by any decree foreclosine, "is trust de- tended to the secured hereby, or by any decree foreclosine," "is trust de- tended the lien hereof or of such decree, provided such appli 410. Is made pr 7. Trustee or the holders of the note shall have the right to "pect	session, control, management and operation of the premises during the whole during the whole control of the control of the premise during the whole during the control of
8. Trustee has no duty to examine the title, location, exis' nce, or co to exercise any power herein given unless expressly oblig ed by the own gross negligence or misconduct or that of the agents or emp' yee	ondition of the premises, nor shall Trustee be obligated to record this trust deed erms hereof, nor be liable for any acts or omissions hereunder, except in case of the order of the control of the cont
9. Trustee shall release this Arust deed and the Hen thereot by propured by this trust deed has been fully paid; and Trustee may excute her before or after maturity thereof, produce and exhibit to Trustee may accept as true without inquiry. Where a release in the propulation of the propulation	er instrument upon presentation of satisfactory evidence that all indebtedness are all the properties of the properties of the properties of the properties of a superior desired of a successor frustees, such successor trustees any accept as small callon purporting to be executed by a prior trustee hereunder or which a small callon purporting to be executed by a prior trustee hereunder or which a small callon purporting to be executed by a prior trustee hereunder or which callon a new properties of the properties of the properties and which conforms in substance with the description herein conformation of the properties and which conforms in substance with the description herein conformation of the properties and which conforms in substance with the description herein conformation of the properties of the proper
nforms in substance with the description herein contained of the note ease is requested of the original trustee and it has never executed a c by accept as the genuine note herein described any note which may be ned of the note and which purports to be executed on behalf of First 10. Thustee may regime by instrument in writing field in the office.	and which purports to be executed on behalf of First Party; and where the case in any instrument identifying same as the note described herein, it is pre-enter and which conforms in substance with the description herein conformation of the present of the presen
orded or filed. In case of the resignation, inability or refusal to act of usted shall be Successor in Trust. Any Successor in Trust hereunder sid d any Trustee or successor shall be entitled to reasonable compensation.	the tric or Registrar of Titles in which this instrument shall have been Trustee, U
	orincipal a d in erest herein specified, the amount of his greeal taxes with each monthly
payment.	
It is expressly agreed and understood th	nat in the event of trinsfer of title to the real
estate described herein or in the event p Bank Trust # 4847 assign their bene ing the written consent of the holder of	mat in the event of transfer of title to the real manner beneficiar.e. of Marquette National efficial interest in the '.v t without first obtainthe Note secured herely, the entire balance and payable in full.
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estate described herein or in the event pant Trust # 4847 assign their bene ing the written consent of the holder of due on the Note shall then become due a THIS TRUST DEED is executed by the Marquette National Bank, nonferred upon and veited in it as such Trustee (and said Marquette National Bank) and the Property of the Marquette National Bank property of the pr	percent beneficiar. e o Marquette National ficial interest in the 'v' t without first obtain- the Note secured herely, the entire balance and payable in full. * personally but as Trustee as aforesaid in the exer se of th lonal Bank, herely warrants that it possesses full year and as thority to execute herein or is aid note contained shall be construed. 'creating any liability on the ferein or is aid note contained shall be construed. 'Creating any liability on the ferein of its aid note contained shall be construed. 'The east of the standard all such liability, if any, being expressly waived.' The tee and by every at a for as the First Party and its successors and said as set. 'National Bank of the lies hereby created, in the manner herein and in sai no. provided or by the standard and the standard and the said of the lies hereby created, in the manner herein and in sai no. provided or by the at Trustee as aforesaid, as caused these presents to be aligned.' Its.' cc-Presi- tiant Secretary, the day and year first above written. **NAL BANK AS Trustee as aforesaid and not personally.' **VICE-PRESI. NT **Alderware Assistant Secretary that **Marquette National Bank, and alder manni **recopally known to me to be the say's personal whose names are subscribed to the and distrument as their own free and voluntary act and as the free and voluntary act and purpose therein act forty and the said Assistant Secretary then and there and purpose therein act forty and the said Assistant Secretary then and there and purpose therein act forty and the said Assistant Secretary then and there and purpose therein act forty and the said Assistant Secretary then and there and purpose therein act forty and the said Assistant Secretary then and there and and Notarial Scal this. **Ath. day of February 19.72 **The Instalment Note mentioned in the within Trust Deed has been identified **Instalment Note mentioned in the wi
estate described herein or in the event pank Trust # 4847 assign their bene ing the written consent of the holder of due on the Note shall then become due a THIS TRUST DEED is executed by the Marquette National Bank, nonferred upon and wested in it as such Trustee (and said Marquette National Instrument), and it is expressly understood and agreed that nothing instrument, and it is expressly understood and agreed that nothing required at 1914 to 1914 the part of the control of the c	personnt beneficiar.e o Marquette National ficial interest in the 'v' t without first obtain- the Note secured herely, the entire balance and payable in full. * personally but as Trustee as aforesaid in the exert se of the power and authority local Bank, hereby warrants that it possesses fully were and as thority to execute e said note or any interest that may accretion the said note or any interest that may accretions the said note or any interest that may accreting the said note or any interest that may accreting the said note of the lies hereby created, in the manner herein and in sai, no, periode or by the lies hereby created, in the manner herein and in sai, no, periode or by the lies hereby created, in the manner herein and in sai, no, periode or by the lies hereby created, and year first shove written. **NAL BANK As Trustee as aforesaid as caused these presents to be signed 'tie' ce-Presi- tiant Secretary, the day and year first shove written. **NAL BANK As Trustee as aforesaid and not personally, **OUCE-PRESI.** NT **UCE-PRESI.** NT **UCE-PRESI.** NT **NAL BANK As Trustee as aforesaid and not personally, **Narquette National Bank, and alde rmain **The Mactional Bank, and alde rmain **The Mactional Bank, and alde rmain **The first show of the said Assistant. Secretary then and there **uctions of the corporate said of said Bank, ald saft the corporate said of said Bank, and and and Notarial Seat this 24th day of February of said Bank, as Trust **Joint Public **The Instalment Note mentioned in the within Trust Deed has been identified.** **The Instalment Note mentioned in the within Trust Deed has been identified.**