

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

21 974 929

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RECORDED FOR DEEDS

21974929

Form 813 R 5-58

TRUST

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 29 1972, between Chicago Title and Trust Company, an Illinois Corporation, 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, 1970 and known as trust number 55727, herein referred to as "First Party," and BELMONT NATIONAL BANK OF CHICAGO

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 EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$8,500.00)----- 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

on the balance of principal remaining from time to time unpaid at the rate of eight (8%) per cent per annum in instalments as follows:
ONE HUNDRED THREE AND NO/100 (\$103.00)-----

Dollars on the first day of August 1972 and ONE HUNDRED THREE AND NO/100

Dollars on the first day of each and every 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 July 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 unless paid when due shall bear interest at the rate of eight 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 Belmont National Bank of Chicago 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 33 feet of the East 165 feet of the West Half of Lot 13 in Block 2 in Sheffield's Addition to Chicago, in Cook County, Illinois (excepting therefrom that portion thereof taken for opening Howe Street) Section 33, Township 40 North, Range 14 East of the Third Principal Meridian.

Subject to 1970 general real estate tax; ordinance to approve Amendment No. 1 to the Urban Renewal Plan for Lincoln Park Project 1 recorded 12/6/68 as Doc. 20696306; rights of the public, the Municipality and the State of Illinois in and to that part of property used for Howe Street.

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 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 thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting 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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the 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: (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 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 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 taxes and assessments 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

LATER DATE 6/25/69

500

NAME Belmont National Bank of Chicago
STREET 3179 North Clark Street
CITY Chicago, Illinois 60657

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

1838 North Howe

Chicago, Illinois

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 533

21 974 929

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 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred shall be paid by the First Party, 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.

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THIS TRUST DEED is executed by the Chicago Title and Trust Company, 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 Chicago Title and Trust Company hereby warrants that it possesses full power and authority to execute and convey the same) and it is expressly intended and agreed that no person, firm, or corporation, or any individual, shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company person or to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed 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 so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holder of said note and the owner or owners of any indebtedness hereunder 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, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, hereunto presents to be signed by its Vice-President, and its corporate seal, to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally,
By *[Signature]* VICE-PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY
M. WITZKE

STATE OF ILLINOIS)
COUNTY OF COOK)
I, *[Signature]*, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that *[Signature]* Vice-President of the CHICAGO TITLE AND TRUST COMPANY, and *[Signature]* THOMAS F. WINTERS Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed

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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and that said Assistant Secretary, as corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of April, 1922.
[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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____
Trustee

END OF RECORDED DOCUMENT