



TRUST DEED  
21 975 304

Herbert A. Roth

1972 JUL 14 AM 9 24  
JUL-14-72 469530 21975304 A -- Rec

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS  
FILED FOR RECORD

5.00

Form 240

REC-2

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 10 19 72, between 2525 W. 59th ST. BLDG. CORP., a corporation organized under the laws of Illinois, herein referred to as "Mortgagor", and PARK NATIONAL BANK OF CHICAGO, a National Banking Association an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal sum of THIRTY THOUSAND AND NO/100 DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on or before three years with interest thereon July 10, 1972 until maturity at the rate of 7-1/2 per centum per annum, payable monthly on the 1st day of each month until maturity, which said several installments of interest until the maturity of said principal sum are further evidenced by no interest coupons of even date herewith; all of said principal and interest bearing interest after maturity 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 PARK NATIONAL BANK OF CHICAGO in said City,

NOW, THEREFORE, the Mortgagor, in consideration of 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 9 and 10 in Block 11 in Cole and McKinnon's 59th Street and Western Avenue Sub-division of the South East quarter of the North East quarter and the North East quarter of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

5.00

21975304

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 Mortgagor 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, 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, awnings, stoves and water heaters. All of the foregoing are deemed 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 the mortgagor 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

The Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Secretary and Treasurer, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

IN WITNESS WHEREOF, the principal note and interest coupons herein described may be executed on behalf of said corporation by its Secretary-Treasurer  
 2525 W. 59th ST. BLDG. CORP.  
 BY: Herbert A. Roth PRESIDENT  
 ATTEST: Dolores Roth SECRETARY  
 Treasurer

STATE OF ILLINOIS ss. I, Alexandra N. O'Brochta  
 County of Cook a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 HERBERT A. ROTH President of the 2525 W. 59th ST. BLDG. CORP.  
 and DOLORES ROTH Secretary-Treasurer

of said Company, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 through the free and voluntary act of said Company, for the purposes therein set forth; and the said Assistant Secretary further acknowledged that said Assistant Secretary, by addition of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 10th Day of July A.D. 1972  
 Alexandra N. O'Brochta  
 NOTARY PUBLIC

cno

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagor shall (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 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 discharge of such prior lien to Trustee or to holders of the note; (4) comply 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) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall 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, 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 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 of Trustee for each matter concerning which action hereunder 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 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 default hereunder on the part of Mortgagor.
- 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.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or interest notes or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest note or in the performance of any other agreement of the Mortgagor herein contained.
- In case 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 all outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended) and the entry of the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, foreman 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 procure 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 expenditures of a reasonable 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 proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of which suit or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after receipt of such suit 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.
- 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 principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any overplus to Mortgagor, his successors or assigns as their rights may appear.
- 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 of Mortgagor at the time of application for such receiver and without regard to the lien value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure proceedings, 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 Mortgagor, 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 foreclosing 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.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon such note hereby secured.
- 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 has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obliged 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 its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien hereof, upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may use 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 principal note (with or without the coupons evidencing interest thereon), representing that all indebtedness hereby secured has been paid, which instrument Trustee may accept as true without inquiry. Where 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 the maker thereof, and which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
- 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 Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and shall have full legal 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons claiming under or through any of them, and the word "Trustee" when used herein shall include all such persons and all persons claiming under or through any of them, whether or not such persons shall have executed the principal note, and the interest coupons of this Trust Deed.
- The mortgagor hereby waives any and all rights of redemption from the date under any order or decree of foreclosure of this trust deed, and its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

21 975 304

**IMPORTANT**  
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
 THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD  
 BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY,  
 TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Principal Note mentioned in the within Trust Deed has been identified  
 by Chicago Title and Trust Company, as Trustee,  
 by Curtis Harris,  
 Assistant Vice President  
 Trust Officer

FOR RECORDERS INDEX PURPOSES  
 IDENTIFY THE DEED OR ABOVE  
 DESCRIBED PROPERTY HERE

2525 W. 59th St.  
 Chicago, Ill.

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 480

END OF RECORDED DOCUMENT