

UNOFFICIAL COPY

5963785 Unit D
536-42

TRUST DEED

534506

21. 235 891.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 11th, 1970, 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 27, 1970 and known as trust number - 4863 - - , 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 its note bearing even date herewith in the Principal Sum of Forty-five Hundred - - - - - (\$4,500.00) - - - - - and no/100 - - - - - Dollars, made payable to ~~Michael Novak~~ - Michael Novak - - - - - 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: Seven Hundred Fifty (\$750.00) - - and no/100 - - Dollars, or more, on the 11th day of September A. D. 1970, and Seven Hundred Fifty (\$750.00) and no/100 - Dollars, or more, on the 11th of each and every month thereafter, except that the final payment of principal and interest, if not sooner paid, shall be due on the 11th day of February A. D. 1971,

with interest on the principal balance from time to time unpaid at the rate of 8% per cent per annum payable monthly.

All such payments or 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 installment unless paid when due shall bear interest at the rate of 8% 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 ~~at~~ and residence of Michael Novak, 5421 S. Talman Avenue 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:

Lot 26 in Block 1 in Cook's Subdivision of the North East Quarter (NE 1/4) of the North East Quarter (NE 1/4) of the North West Quarter (NW 1/4) of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

500

THIS IS A PURCHASE MONEY MORTGAGE

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 ordered primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon 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, interior 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 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 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 ordinance as 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 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, 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 thereby, 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

NAME Michael Novak
STREET 5421 S. Talman Avenue
CITY Chicago, Illinois 60632
OR
INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER 533

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

4739 S. Elizabeth St.
Chicago, Ill. 60609

21. 235 891

holders of the note hereby secured by a trust deed to be attached to each page and to all pages, including additional and supplementary pages, and to be held by the Trustee as aforesaid in the exercise of the power and authority conferred upon the Trustee by the instrument hereunto annexed and to be held by the Trustee as aforesaid in the exercise of the power and authority conferred upon the Trustee by the instrument hereunto annexed and to be held by the Trustee as aforesaid in the exercise of the power and authority conferred upon the Trustee by the instrument hereunto annexed...

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 12 '70 12 24 PM

Edwin R. Chan
Recorder of Deeds

21235891

THIS TRUST DEED was duly executed by the Marquette National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon the Trustee by the instrument hereunto annexed and to be held by the Trustee as aforesaid in the exercise of the power and authority conferred upon the Trustee by the instrument hereunto annexed...

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally,

By Robert J. Wesley VICE-PRESIDENT

Attest Barbara Jensen ASSISTANT SECRETARY

Barbara Jensen

Notary Public in and for said County, in the State of Illinois. DO HEREBY CERTIFY, that

Robert J. Wesley

Vice-President of the Marquette National Bank, and

Robert M. Clark

Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and that they signed and delivered the said instrument as their own free and voluntary act and for the purposes therein set forth and the said Assistant Secretary then said Bank as Assistant Secretary's own free and voluntary act as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of August, 1970
Barbara Jensen
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 recorded
Merewith under Identification No. **534506**

CHICAGO TITLE AND TRUST COMPANY

Thomas J. Duncan

Assistant Trust Officer

Secretary

END OF RECORDED DOCUMENT