

# UNOFFICIAL COPY

21-269-641



TRUST DEED

SEP-21-70 12 26 27 0

21 EM 2 04

THIS ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 18, 1970, 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 January 28, 1970 and known as trust number 54769, herein referred to as "First Party" and Richard I. Gilford, herein referred to as Trustee, witnesseth: That, whereas, Arthur George Sertzel, Sr., d/b/a Merit Supply Co. has, concurrently herewith executed and delivered to Samuel A. Gilford & Co. (LTD.), a limited partnership, his Collateral Installment Note bearing even date herewith in the principal sum of Thirteen Thousand Five Hundred Thirty-Eight and no/100 (\$13,538.00) Dollars, made payable to Samuel A. Gilford & Co. (LTD.); a limited partnership as follows: One Thousand One Hundred Twenty-Nine and no/100 (\$1129.00) Dollars on the 18th day of October, 1970, One Thousand One Hundred Twenty-Nine and no/100 (\$1129.00) Dollars on the same day of each and every month thereafter, for ten (10) months, and a final installment of One Thousand One Hundred Nineteen and no/100 (\$1119.00) Dollars on the 18th day of September, 1971, payable at the office of the payee, 188 W. Randolph Street, Chicago, Illinois, or at such other place as the legal holder hereof may from time to time appoint.

21-269-641

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:

Lots fifty-three (53) and fifty-four (54) in the Harry J. Eckhardt's Pineate Highlands, a Subdivision of the South 1438 feet of the East Half (E.) of the Northwest Quarter (NW.) of Section seventeen (17), Township forty-two (42) North, Range eleven, (11), East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat which was recorded in the Office of the Recorder of Deeds in Cook County, Illinois on May 27, 1946, as Document No. 13804648.



21-269-641

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 pledged primarily as a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon used to supply heat, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, pipes, window shades, gurnis, roofs and windows, floor coverings, inador 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 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 covenants and 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 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, furnish satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (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 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 on the 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

D	NAME
E	STREET
I	CITY
V	STATE
E	OR
V	INSTRUCTIONS
	RECORDER'S OFFICE BOX NUMBER 126

FOR RECORDERS INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE  
 2125 N. Pine  
 Arlington Heights, Illinois

