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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard R. Olsen
RECORDER OF DEEDS

TRUST DEED

NOV 10 1970 10 55 AM

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21 349 987

THE ABOVE SPACE FOR RECORDERS USE ONLY

FORM 7429 REV. 3-66

THIS INSTRUMENT, Made November 2 1970, between Michigan Avenue National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds of Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 2, 1970 and known as trust number 1830 herein referred to as "First Party," and PARK NATIONAL BANK OF CHICAGO, a National Banking Association 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 TWO HUNDRED THOUSAND AND NO/100 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 November 2, 1970 on the balance of principal remaining from time to time unpaid at the rate of 8-1/2 per cent per annum in instalments as follows: TWO THOUSAND ONE HUNDRED SIXTY FIVE and

NO/100

Dollars on the 1st day of January 1971 and TWO THOUSAND ONE HUNDRED SIXTY FIVE and NO/100 month

Dollars on the 1st day of each and every month 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 1st day of December 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 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, they at the office of PARK NATIONAL BANK OF CHICAGO - Prepayment privilege granted, for details see instalment note

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, 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

The East half of Lot 1 in Block 4 in Harris First Subdivision, being a subdivision of that portion lying North of the South line of the North East quarter of the South East quarter of Section 12 of Lot 1 in Circuit Court Partition of the East Half of the South East quarter of part of the West half of the South East quarter and the North East quarter of the South West quarter of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois;

and,
Lots 167, 168 and 169 in Volk Brothers First Addition to Greater Harlem Avenue Subdivision of the East half of the South East quarter of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat recorded May 2, 1929 as document 10358672 in Cook County, Illinois.

Par. #3:
The East 1/2 of the vacated alley lying West of and adjoining Parcel #2

RIDER ATTACHED TO TRUST DEED DATED November 2, 1970, EXECUTED AND DELIVERED BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO TO PARK NATIONAL BANK OF CHICAGO

CLERK'S OFFICE

Property of Cook County Clerk

700

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 and secondarily with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, light, 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, door coverings, inador 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 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 improvement 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 ordinances; 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; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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

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DELIVERY INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 480

800

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

5038-50 N. Harlem Ave.
Harwood Heights, Ill.

6030

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 expiration date of the policy...

2. The Trustee or the holders of the note hereby secured making the payment hereby authorized relating to taxes or assessments, or statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holder of the note or in this trust deed to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything in the note or in this trust deed to the contrary, become due and payable, and in the event of failure of First Party or its successors or assigns to do any of the things specified herein, in paragraph one hereof, and such default shall constitute for three days, said option to be exercised at any time after the expiration of said three day period.

4. When 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 hereby, in any suit to foreclose the lien hereof, they shall be allowed and included as additional indebtedness in the decree for sale; all expenses and attorney's fees, including all costs of suit, shall be paid by the holder of the note or Trustee, and without regard to the value of the premises...

5. 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 mentioned in the note, with interest thereon as herein provided; third, all principal and interest remaining undistributed...

6. Trustee 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 at the time of application for such receiver of the person or persons, or any of them, or of the indebtedness secured hereby, and without regard to the value of the premises...

7. 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, existence or continuation of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof. Trustee shall have no liability hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereof.

8. Trustee shall be bound by this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver hereunder, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness secured hereby has been paid, and such representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true the release in substance...

9. Trustee shall have the right to foreclose this trust deed in any court having jurisdiction thereof, and in any such suit, the holder of the note or Trustee shall be bound to pay the costs of such suit, including all reasonable attorney's fees, and to pay the balance of the debt secured hereby, and to execute any power herein given, and to execute any other instrument which may be required in connection with the execution of the powers herein granted, and to execute any other instrument which may be required in connection with the execution of the powers herein granted.

10. Trustee shall have the right to foreclose this trust deed in any court having jurisdiction thereof, and in any such suit, the holder of the note or Trustee shall be bound to pay the costs of such suit, including all reasonable attorney's fees, and to pay the balance of the debt secured hereby, and to execute any power herein given, and to execute any other instrument which may be required in connection with the execution of the powers herein granted.

11. In the event of a Sale or Conveyance of the property described herein, the entire balance remaining unpaid on this mortgage shall become due and payable immediately.

THIS TRUST DEED is executed by the Michigan Avenue National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it as such Trustee, and it is expressly intended and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on Michigan Avenue National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accrued hereunder, or to perform any covenant either express or implied herein contained, such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said Michigan Avenue National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, and the continuation of the lien hereby created, in the manner herein provided, and to said note provided or by action to enforce the personal liability of the First Party, if any.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein specified, and that they acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as such Vice President and Assistant Secretary and as the free and voluntary act of said National Banking Association for the uses and purposes therein specified.

Given at Chicago, Illinois, this 21st day of November, 1970.

MY COMMISSION EXPIRES APRIL 16, 1974

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.

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein specified, and that they acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as such Vice President and Assistant Secretary and as the free and voluntary act of said National Banking Association for the uses and purposes therein specified.

Given at Chicago, Illinois, this 21st day of December, 1970.

MY COMMISSION EXPIRES APRIL 16, 1974

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.

MICHIGAN AVENUE NATIONAL BANK of Chicago as Trustee, as aforesaid, and not personally.

By: [Signature] VICE PRESIDENT

Attest: [Signature] ASSISTANT SECRETARY

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 759 and PARK NATIONAL BANK OF CHICAGO, Trustee

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 759 and

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...the premises which may become damaged or be destroyed; (3) 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; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (7) refrain from making material alterations in said premises except as required by law or municipal ordinance; (8) pay in full against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (9) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (10) 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

NAME
STREET
CITY
INSTRUCTIONS

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OR
RECORDS

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

DEC 22 70 12 23 PM

FILED FOR RECORDS
COOK COUNTY, ILLINOIS

END OF RECORDED DOCUMENT

Property of Cook County Clerk's Office