Do Not Deliver
RETURN TO
Transfer Desk

22 506 505

3.41. 8

This Indenture, Made

August 13, 19 73; between
Aetna State Bank, an Illinois Corporation, Chicago, Illinois 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

AUGUST 9,1973

and known as trust number

10-1807

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 an instalment note bearing even tate herewith in the PRINCIPAL SUM OF

Thirty Two Thousand and 00/10) -- --

-- DOLLARS

mad p yable to BEARER

and delivered, in and by

which sid Note the First Party promises to pay out of that portion of the trust estate subject to said T.ust Agreement and hereinafter specifically described, the said principal sum and interest

from date at treof

on the balance of principal remaining from time to time unpaid at the rate

of 9 per er per annum in instalments as follows: (\$287.92)

Two Hundred Straty Seven and 92/09

on the 15th da of September 19 73 and (\$287.92)

DOLLARS

Two Hundred Eight / Even and 92/109

on the 15th day of each 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 i5th day of August 1963. All such payments on account of the indebtedness evidenced by said note to be first applied 's inverse 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 each instalment unless 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 a p interest, then at the office of Actua Ctate Bank

n 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 "m" ations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where of 1) hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, in a coessors and assigns, the following described Real Estate situate, lying and being in the City of Civicaria COUNTY OF COOK

SEE ATTACHED RIDER DATED AUGUST 19, 1973

## LEGAL RIDER DATED AUGUST 13, 1973

Parcel #1: The South 24 feet of the North 48 1/2 feet of the Vest 120 feet of Lot 9 in Block 2 in Sheffield's Addition to Chicago in the Porth West quarter of the South West quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 1901 North Orchard

Parcel #2: That part of Lots 9 and 10 in Block 2 in Sheffield's Addition to Chicago described as follows: Commencing at a point on the East line of Orchard Street, 48.50 feet South of the North line of Lot 9 aforesaid, there e East 125 feet, thence South 25 feet, thence West 125 feet, thence North 25 locates the place of beginning (except the South 8 inches thereof) also known as the North half (except the South 8 inches thereof) and except the East 7 feet thereof) of Lot 4 in the County Clerk's Division of the West half of Lots 9, 10 and 11 and the North quarter and the South quarter of Lot 12 in Block 2 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Property commonly known as 1877 North Orchard Street, Chicago, Illinois

Parcel # 3: North Twenty Four- One Half (24-1/2) feet of the West One Hundred

Twenty Five (125) feet of Lot Nine (9) in Block Two (2) in Sheffield's Addition
to Chicago, in the Northwest quarter (1/4) of the South West Quarter (1/4) of
Section 33, Township 40 North, Range 14, East of the Third Principal Meridian
in Cook County, Illinois. Property commonly known as: 1903 North Orchard,
Chicago, Illinois

novvens



Tat ared to herein as the "premises,

TOGETHER with all improvements, tenements, e.sem. nis, sturies, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long an duri, g all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primerily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or iere after therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (white r single units or centrally controlled), and ventilation, including (without restricting the foregoing), screen, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. An Arbe 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 of its successors or assigns shall be considered as constituting part of the real estate.

22506505

SERVER

TO HAVE AND TO HOLD the premises unto 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 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 now or hereafter bild'red 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 Larie 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 12hts to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all pc ici s, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, so deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the boders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any for a pic 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 liain 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 of arcwith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to project the mortgaged premises and the lien hereof, 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 be ome immediately due and payable without notice and with interest thereon at the rate of seven per cent per innum. 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.
- 2. The Trustee or the holders of the 1 ote hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according 'a my 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.
- At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not wit attanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediatel, ir the case of default in making payment of any instalment of principal or interest on the note, or (b) in the cult of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- When the indebtedness hereby secured shall become due wiether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien h rev. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' publication costs and costs (which may be estimated as to items to be expended aft r a try of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Towns certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deen to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which m. v b . L.J pursuant to such decree the true condition of the title to or the value of the premises. All expenditures end coenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured here, and immediately due and payable, with interest thereon at the rate of eight per cent per annum, var a laid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and ankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by region of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right 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.
- 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or 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.

RETURN TO Transfer Desk

## **UNOFFICIAL COPY**

Do Not Deliver
RETURN TO
Transfer Desk

without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit 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 furler time when First Party, its successors or assigns, except for the intervention of such receiver, would be attitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in inch cases for the protection, possession, control, management and operation of the premises during the whole said period. The Court from time to time may authorize the receiver to apply the net income in his hands a payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust ed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such scree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and efficiency.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable s and access thereto shall be permitted for that purpose.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of a la lactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may excute and deliver a release hereof to and at the request of any person who shall, either before or after maturit in reof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been laid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor laystee, such successor trustee may accept as the genuine note herein described any note which bears a certificat; of identification purporting to be executed by a prior trustee hereunder or which conforms in substance will the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument id not y as same as the note described herein, it may accept as the genuine note herein described any note which or lay be presented and which conforms in substance with the description herein contained of the note and which our orts to be executed on behalf of First Party.
- 10. Trustee may rea gn by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument of an have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Record re. Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust never der shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successer shall be entitled to reasonable compensation for all acts performed hereunder.
- li. The Mortgagers agree to dep six monthly with the Legal Holder of the Note, one twelfth of the annual taxes.

THIS TRUST DEED is executed by the Aetna State Bank, not porsenally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Lad Aetna State Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understoo and agreed that nothing herein risald note contained shall be construed as creating any liability on the said First Party or on said Autra State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereund. The perform any convenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and the very person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors in aid Aetna State Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any induction to the premises hereby conveyed for the payment thereof, by the enforcement of the lieu hereof occurred, 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. Aetna State Bank, not personally but as Trustee as aforesaid, has caused to essents to be signed

IN WITNESS WHEREOF, Aetna State Bank, not personally but as Trustee as aforesaid, has cause it ese presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its A mount Vice-President, the day and year first above written.

4-14-1-12-12-12-22

AETNA STATE BANK

As Trustee as aforesaid and not personally

Vice OL

SEAL STAN

22 506 505

## UNOFFICIAL COPY

1913 17C) Show 37 Billion COOK COUNTY ILLING DCT--9-73 6 9 6 8 4 6 0 22506505 4 A -- Rec STATE OF ILLINOIS a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Aetna State Bank, Chicago, Illinois, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, 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 and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice-President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank as it is said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as In the as aforesaid, for the uses and purposes therein set forth. EN'EN under my hand and notarial seal, this A.D. 19 73 Notary Public. My Commission expires 12-1-76 The Instalment Note mentioned in the willing fied by the Trustee named here? by this Trust Deed should be Trust Deed has been identified cower and lender, TED WITH REGISTRAR 2401 North Halsted Street OF RECORDED DOCUMEN