

TRUST DEED

973 OCT 22 PM: 2 27 22 520 180
COI-22-70 702864 • 22520180 - A - 100 6.L.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 8, 1973, 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 June 30, 1956 and known as trust number 621, 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

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 estates subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows:

\$2,333.00 or more on the first day of January, 1974 and
\$2,333.00 or more on the first 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 first day of December, 1985.

600

including with interest on the principal balance
from time to time unpaid at the rate of 9 1/2 per cent per annum payable monthly.

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 installment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable at such bank, house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing, appoint, and in the absence of such appointment, then at the office of Marquette National Bank

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, a hand paid to the Trustee, hereby acknowledges, 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 #1 & #2-Cook AND STATE OF ILLINOIS, to-wit:

#1- The North and South halves of Lot thirty nine (39) and all of Lot forty (40) in Block one (1) in Alberta Park Addition, being a subdivision of the South West quarter of the North West quarter of Section thirty six (36), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

#2- Lots two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), thirty (30), thirty one (31), thirty two, in Block one (1) in Miller's 79th Street Kedzie Avenue Manor, being a Subdivision of the South East quarter of the South East quarter of Section twenty six (26), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

All of the Northeasterly-and-Southwesterly Sixteen (16) foot public alley together with all that part of the North-and-South Sixteen (16) foot public alley lying Northwesterly of and adjoining the Northwesterly line of Lots Two (2) to Nine (9), both inclusive, lying West of and adjoining the West line of Lots Ten (10) and Eleven (11), lying Southeasterly of and adjoining the Southeasterly line of Lots Thirty-one (31) and Thirty-two (32), lying East of and adjoining the East line of Lots Thirty (30) and Thirty-one (31), lying South of and Adjoining the South line of the North Seventeen (17) feet of said Lot Thirty (30) produced East Sixteen (16) feet and lying Easterly of and adjoining a line drawn from the intersection of the West and Northwesterly lines of said Lot Two (2) to the Southerly corner of said Lot Thirty-two (32), all in Block One (1) in Miller's 79th Street and Kedzie Avenue Manor, being a Subdivision of the Southeast Quarter of the Southeast Quarter of Section Twenty-six, (26), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian; said public alley and part of public alley herein vacated being further described as all of the Northeasterly-and-Southwesterly public alley together with the South Forty-one and Sixty-three Hundredths (41.63) feet, more or less, of the North-and-South public alley, as measured along the West line of said alley, in the block bounded by West 78th Street, West Columbus Avenue, South Kedzie Avenue and South Sawyer Avenue, in Cook County, Illinois

54509
Dye c

22520180

22 520 180

UNOFFICIAL COPY

5572101

(See Rider Attached)

22520180

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
and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said
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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part
of the real estate whether physically attached hereto 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.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and the seal of said office, this _____ day of _____, 19____.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
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 or cause to be paid 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
improvement now or hereafter in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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;
against the premises, and to pay all taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges
imposed on the premises, and to pay the cost of any and all assessments which First Party may desire to collect; (7) keep all buildings and improve-
ments 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 company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured here-
by, 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

DEVELOPER'S NAME _____
STREET _____
CITY _____
OR _____
INSTRUCTIONS _____
RECORDER'S OFFICE BOX NO. _____ 600

FOR RECORDERS INDEX PURPOSES
INSERT ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
#1-316 S. Whipple, Chicago Illinois
#2-3220 W. Columbus Avenue, Chicago,
Illinois

Seal of Cook County Clerk's Office

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 expiration then Trustee or the holders of the note may, but need not, make any payment or interest on prior encumbrances, if any, 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting the lien hereof, plus reasonable compensation to Trustee for each such action concerning which action herein authorized may be taken, shall be enough additional and renewal policies to Trustee for each such action, and shall be deemed to be 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 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.

3. 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, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default on 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.

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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or holders of the note for attorney fees, Trustee's fees, costs, disbursements and expenses of the decree, stenographers' charges, publication costs and costs (which may be estimated as to items not ascertainable at the time of the decree) and all other expenses of the decree, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect all taxes, 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 further times when First Party, its successors or assigns, or the Trustee or the holder of the note, such receiver, would be entitled to collect such taxes, 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.

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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all taxes and other liens which are superior to the lien hereof, with interest thereon as herein provided; third, all principal interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 execute any power hereof given unless expressly directed to do so by the terms hereof, and shall be liable for any and all claims or suits against him arising out of his 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.

7. Trustee shall release 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 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 note representing that all indebtedness hereby secured has been paid, which representation 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 a prior trustee hereunder or which conforms in substance with 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 identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

8. 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, liability or refusal to act of Trustee, then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust; any Successor in Trust hereunder shall have the same 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.

9. The Holder of the Note may collect a "late charge" not to exceed two cent (2c) or each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

10. In addition to the monthly payments of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagors agree to deposit on demand, such additional amounts as may be required for that purpose.

11. With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on any such deposit; (b) Such deposits shall be held and used exclusively for the benefit of the Trustee, and shall be irrevocably appropriated by the holder of the note for such purposes and shall not be subject to the direction or control of the Mortgagors; (c) If a default occurs in any of the terms hereof, or if the holder of the note may, at its option, elect to foreclose the lien hereof for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to be accrued, secured by this Trust Deed.

12. It is expressly agreed and understood that in the event of transfer of title to the real estate described herein or in the event present beneficiaries of Marquette National Bank Trust No. 606-A assign their beneficial interest in the trust, but without obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable.

13. THIS TRUST DEED is executed by the Marquette National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (said said Marquette National Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said Marquette National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly assumed by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors as Marquette National Bank, 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 action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally,

By: *Robert J. Hedley* Vice President
Attest: *D. C. Parlevian* Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their 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.

Given under my hand and Notarial Seal this 8th day of October 1973

[Signature]
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. REL#5083

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 574397

[Signature]
Trustee