

62-11-986 ①

TRUST DEED
FILED FOR RECORD
OCT 23 '73 3 31 PM

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RECORDED FOR DEEDS
22521923

Form 813 R 5-53

NOTES

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made October 20, 1973, 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 May 15, 1973 and known as trust number 62201, herein referred to as "First Party," and PARK NATIONAL BANK OF CHICAGO, a National Banking Association, herein referred to as TRUSTEE, witnesses:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of ONE HUNDRED FORTY-FIVE 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 October 20, 1973 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: ONE THOUSAND SEVEN HUNDRED NINETY-SEVEN & 80/100

Dollars on the 1st day of January, 1974 and ONE THOUSAND SEVEN HUNDRED NINETY-SEVEN & 80/100 Dollars on the 1st day of each and every month thereafter until said note is fully paid except that the final payment of the principal and interest, if not sooner paid, shall be due on the 1st day of December, 1983.

All such payments on account of the indebtedness identified by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that 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, at the office of PARK NATIONAL BANK OF CHICAGO in said City. Prepayment privileges granted for details, see Instalment Note.

AND LIMITATIONS OF THIS TRUST DEED, and also in consideration of the sum of One Dollar hereunto paid, the receipt whereof is hereby acknowledged, does 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:

Lots 13 to 18, both inclusive, in Block 3 in Dominick's Subdivision of Lots 1, 2 and 3 in Block 14 in Sheffield's Addition to Chicago in the North West Quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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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 so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are hereby promised and on a part of a said real estate and not accessory), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limitation) radiators, registers, radiators, window shades, storm doors and windows, door coverings, floor coverings, stoves and water heaters. All of the foregoing are declared to be a part of 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: 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; (4) promptly exhibit satisfactory evidence of the discharge of such lien or charge on the premises superior to the lien hereof; (5) complete within a period, and upon request exhibit to the Trustee and the use thereof; (6) retain from said premises, comply with all requirements of law or municipal ordinances with respect to the premises when due, and upon written request to said Trustee, special assessments, water charges, sewer charges, gas or municipal ordinances; (7) before any penalty attaches all general taxes and pay special alterations in said premises except as required by law or municipal ordinances; (8) pay in full the costs of any suit or in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep the premises in repair and improve by the Trustee hereinafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment 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

DELIVERY INSTRUCTIONS
NAME
STREET
CITY
OR
RECORDER'S OFFICE BOX NUMBER 480 480

FOR RECORDERS UNDER PURPOSES DESCRIBED PROPERTY HERE ABOVE

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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, in holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration to holders of the note, and may, but need not, make any renewal policies or perform any act whatsoever set forth in any form and manner desired, expedient, and usual, but need not, make any renewal policies or perform any act whatsoever set forth in said policies, contracts, or settlements, or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting the lien hereof, plus reasonable compensation to Trustee for such matters concerning such taxes, liens or claims, or to protect the foregoing premises and the lien hereof, including attorneys' fees, and any other monies advanced by Trustee of the holders of the note to protect the foregoing premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning such taxes, liens or claims, or to protect the foregoing premises and the lien hereof, shall be immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction of Trustee or holder 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 note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any statement or estimate procured from the appropriate public officer 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 thereon.

3. The Trustee or the holders of the note and without notice to First Party, its successors or assigns, may do so according to any statement or estimate procured from the appropriate public officer 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 thereon.

4. In making payment of any installment of principal or interest on the note, or (b) in the event 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.

5. 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 foreclosure the full amount of all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, and similar fees, and the cost of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates or to evidence to buyers of the nature of this mortgage, and any other expenses which may be reasonably necessary either to prosecute such suit and to carry out the provisions of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due (a) any proceeding, including any foreclosure proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed, or (b) any indebtedness hereby secured, or (c) preparations for the commencement of any suit for the foreclosure or default of such indebtedness, or (d) any indebtedness hereby secured, or (e) preparations for the defense of any threatened suit or proceedings which might affect the premises or the nature of this mortgage, whether or not actually commenced.

6. 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 such other amounts which under the terms of the note or any other instrument secured hereby are payable to the lender or lenders named therein; third, all principal and interest remaining unpaid on the note, with interest thereon as herein provided; and fourth, any surplus or overplus to First Party, its legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the date of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises for such receiver, of the person or persons named in said bill, and without regard to the solvency or insolvency at the time of application of the premises or whether the same shall be sold, or for the payment of the indebtedness secured hereby, and without regard to the then value of such receiver shall have power to collect the rents, issues and profits of said premises, whether there be redemption or not, and in case of a sale and a deficiency, during the full statutory period of redemption, or until the expiration of the period of redemption, and in case of a sale and a deficiency, which may be necessary or usual in such case, for such receiver, would be entitled to collect such rents, issues and profits, and all other powers of said receiver, except for the time to be named in such order, for the protection, possession, control, management and operation of the premises during the full period of said period, and for the purpose of applying the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree or order of a court of law or equity, or (2) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (4) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (5) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

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 required to do so by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of any gross negligence or misconduct or that of the agent 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 hereof upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee shall 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's notes representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a successor trustee has been named, such successor trustee may accept as true the genuine note herein described any note which bears a certain stamp of authentication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed on behalf of First Party; and where the release is requested by the genuine note herein described any note which bears a certain stamp of authentication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed on behalf of First Party.

10. Trustee may register 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, inability or refusal of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical 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.

RIDER ATTACHED HERETO AND WAIVE PART HEREOF

11. Mortgagors further agree that upon default in the payment of any of the said installment payments or of any of the obligations evidenced by this trust deed, we shall be deemed to have waived any of the obligations evidenced by this trust deed, and shall be deemed to have agreed to accept as true without inquiry, where a successor trustee has been named, such successor trustee may accept as true the genuine note herein described any note which bears a certain stamp of authentication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed on behalf of First Party; and where the release is requested by the genuine note herein described any note which bears a certain stamp of authentication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed on behalf of First Party.

12. 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.

13. The mortgagors hereby waive any and all rights of redemption from sale under any decree or order of foreclosure of this trust deed, and on its own behalf and on behalf of each and every one of them, except the decedent or judgment debtor, and of all persons claiming any interest in or title to the premises subsequent to the date of this trust deed.

True
file

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RECORDED
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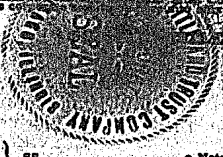
Property of Cook County Clerk's Office

THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company) 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 the said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest thereon, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that as far as the Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing the same shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of said lien hereby created, in the absence of any default by the said Chicago Title and Trust Company, not personally but as Trustee, as aforesaid, has caused these presents to be signed by its Vice-President, and its Assistant Secretary, as hereinafter appears and attested by its Assistant Secretary, the day and year first above written.

AND TRUST COMPANY as Trustee as aforesaid and not personally,
By: *[Signature]* ASSISTANT VICE-PRESIDENT

Attest: *[Signature]* ASSISTANT SECRETARY
KAREN ANAGNOS
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY

STATE OF ILLINOIS } SS.
COUNTY OF COOK



22521923

Given under my hand and Notarial Seal this 22nd day of OCT 1973

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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 902
PARK NATIONAL BANK OF CHICAGO
By: *[Signature]* Assistant Vice-President Trustee

END OF RECORDED DOCUMENT