

UNOFFICIAL COPY

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TRUST DEED

22 524 066

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 1, 1973, between Maywood-Proviso State Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly delivered to said Bank, in pursuance of a Trust Agreement dated February 1, 1966, and a trust instrument numbered 2097, herein referred to as "First Party," and Peter D. Giachini,

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herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing herewith in the Principal Sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars,

made payable to BEARER and delivered, in and by which said Note the First Party promised to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, personally to pay the said principal sum and interest from October 1, 1973 on the balance of principal remaining from time to time unpaid at the rate of

per cent per annum in instalments as follows: \$1187.50

Dollar on the 1st day of November 1973 and \$1187.50

Dollar on the 1st 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 1st day of April 1980. 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, then at the office of Maywood-Proviso State Bank, Maywood, Illinois

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, assign 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 4 and 5 in the Subdivision of Block 6 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 1 to 17 both inclusive, Lots 32 to 48 both inclusive (except street) and the vacated East and West Alley lying South of and adjoining Lot 1 and Lots 6 to 17, and the South line of Lot 1, extended West to the East Line of Lot 6 and lying North of and adjoining Lots 32 to 48; and the vacated North and South alley lying East of and adjoining Lot 6, the East 9 feet of Lot 29 (except the North 4 feet and except street) Lot 30 (except the North 4 feet and except Street) Lot 31 (except the North 4 feet of the West 20 feet and except Street) all in J.W. Vaughop's Subdivision of Block 27 in Canal Trustees' Subdivision of Section 07, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

All that part of the East and West public alley lying South of and adjoining the South line of Lots Eighteen (18) Nineteen (19) and Twenty (20), lying North of and adjoining the North line of Lots Twenty-nine (29), Thirty (30), and Thirty-one (31) lying West of and adjoining a line drawn from the Northeast corner of said Lot Thirty-one (31) to the Southeast corner of said Lot Eighteen (18) and lying East of and adjoining the East line of the West Sixteen (16) feet of Lot Twenty-nine (29) produced North Twenty (20) feet in Vaughop's Subdivision of Block Twenty-Seven (27) in Canal Trustees' Subdivision of Section Seven (7), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian; also the North Four (4) feet of the original North-and-South Twenty (20) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 26, 1924, Document No. 8264145 being the North Four (4) feet of the West Twenty (20) feet of Lot Thirty-one (31) in Vaughop's Subdivision aforementioned, and all that part of the East-and-West public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, May 11, 1942, Document No. 12890194, being the North Four (4) feet of Lots Twenty-nine (29) and Thirty (30), except the West Sixteen (16) feet of said Lot Twenty-nine (29) in Vaughop's Subdivision aforementioned; said part of public alley herein vacated, being further described as all that part of the East-and-West public alley lying between the northerly extension of the East line of the North-and-South public alley running North from W. Hubbard Street and the easterly terminus of said alley approximately Fifty-nine (59) feet East thereof in the block bounded by W. Hubbard Street, W. Ferdinand Street, N. Royné Avenue and N. Leavitt Street.

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Property of Cook County Clerk's Office

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, in us 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 to First Party with said real estate and are secondary), 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 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 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 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 relating to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) pay in full rents 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

D	NAME	74231	8
E	STREET	GIACHINI & MURPHY	
L	CITY	401 MADISON ST	
I		MAYWOOD ILL 60153	
V			
E			
R			
Y	INSTRUCTIONS	OR	
		RECORDER'S OFFICE BOX NUMBER	3

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

22 524 066

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; and the Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, as may, but need not, be required by any law, statute or ordinance, or any act herebefore set forth and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof or redemptions from any tax sale or forfeiture affecting said premises or mortgage, or any other moneys advanced by Trustee or the holders of the note for any purpose herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect 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 become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 25 '73 11 00 AM

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THIS TRUST DEED is executed by Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, in its exercise of the power and authority conferred upon and vested in it as such Trustee (and said Maywood-Proviso State 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 the part of First Party or on said Maywood-Proviso State Bank to pay the said note or any interest thereon, 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 the security hereunder, and that so far as the First Party and the Maywood-Proviso State Bank are concerned, the security hereunder, and the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the security hereunder, shall be the responsibility of the holder of the note.

By *John J. Murphy* VICE PRESIDENT
Attest *Frances L. Stafford* 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
John J. Murphy
Vice President of the Maywood-Proviso State Bank, and
Frances L. Stafford
Assistant Secretary of said Bank, who are 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 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 Secretary also acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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.

Given under my hand and Notarial Seal this 22nd day of October 1973
Virginia N. Loring
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.

The Instrument Note mentioned in the within Trust Deed has been identified
hereby under Identification No. 3872
Oct 25 1973
Trustee

END OF RECORDED DOCUMENT