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TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made October 1, 1973, between Maywood-Proviso State Bank, an Illinois Corporation, 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 February 19, 1966 and known as trust number 207, herein referred to as "First Party," and Peter D. Giachini,

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

600 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, and the maker thereof personally promise 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 9-1/2% per cent per annum in instalments as follows: \$959.50

Dollars on the 1st day of November 19 73 and \$959.50

Dollars 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 19 80 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 to hold 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 as receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns the following described Real Estate, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Clerk's Office

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Lots 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119 and 120 in Melville, a Subdivision of Block 22 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian;

ALSO

Lots 19, 20, 21, 22, 23, and 24 in John W. Waughop's Subdivision of Block 27, in Canal Trustee's Subdivision aforesaid, all in Cook County, Illinois.

ALSO

Lots 4 and 5 in the Subdivision of Block 6 in the Canal Trustee's 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. Waughop's Subdivision of Block 27 in Canal Trustee's 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 Waughop's Subdivision of Block Twenty-Seven (27) in Canal Trustee's 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 Waughop'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 Waughop'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. Hoyne Avenue and N. Leavitt Street.

22 124 308

UNOFFICIAL COPY

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Property of COOK COUNTY

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, assessments, fixtures, and all rights therein 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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter attached thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), air ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, radiator beds, awnings, air conditioning 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 such apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting a 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 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 or 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) comply with all requirements of law or municipal ordinances; (5) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges to the premises and the use thereof; (6) refrain from making material alterations in said premises now or hereafter as required by law or municipal ordinances; (7) pay in full against the premises when due, and upon written request, to furnish to Trustee or to holders of the note complete 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 situated on said premises insured against loss or damage by fire, lightning or windstorm, and if 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 to all 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	74231 B
INSTRUMENT	GIACHINI & MURPHY 401 MADISON SPRINGWOOD ILL 60153
RECORDER'S OFFICE BOX NUMBER	

FOR RECORDER'S OFFICE PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	22 524 068
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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, 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 respective date of expiration...

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...

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 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.

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 interest and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit as to title to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by the holder of the note with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the prosecution of such suit...

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 of indebtedness secured hereby which constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all interest 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 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, 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 further time when First Party, its successors or assigns, except by the intervention of such receiver, would be entitled to collect such rents, 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 may authorize the receiver to apply the net income in his hands to the 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 shall be attached to the premises or 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. 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.

7. 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 he is so obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of his agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the instrument secured 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 a release requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certain identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description hereof and which purports to be executed by a prior trustee hereunder or which conforms in substance with the description hereof and which purports to be executed by a prior trustee hereunder, 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.

9. 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, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and 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.

10. In addition to the payments called for herein on account of principal and interest the undersigned shall deposit monthly with the holder of the note a sum equal to one-twelfth of the annual requirement for real estate taxes and insurance premiums. At all times there shall be on deposit a sum equal to all accrued real estate taxes and insurance premiums.

12. The lien of this Trust Deed is subject and subordinate to the lien of a Trust Deed dated October 1, 1973 to Peter D. Giachini as Trustee in the principal sum of \$150,000.00.

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

William R. Olson
RECORDERS OFFICE
22524608

THIS TRUST DEED is executed by Maywood-Proviso State 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 (and said Maywood-Proviso State Bank, hereby certifies that it possesses the 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 Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform the same, either express or implied, herein contained, all such liability, if any, being expressly waived 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 and said Maywood-Proviso State Bank personally or by their agents, employees, or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby mortgaged for the enforcement of the lien hereby created, in the manner herein and in said note provided or by any action or actions hereunder, if any.

Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President to be herewith affixed and attested by its Assistant Secretary, the day and year first above written.

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally.

By *John J. Murphy* VICE PRESIDENT
Attest *Frances L. Stafford* ASSISTANT SECRETARY



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

are the 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 W. Luning
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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 3873
Peter D. Giachini
Trustee