

PART PURCHASE MONEY TRUST DEED

RECORDED FOR DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made September 1, 1973, between The National Bank of Albany Park in Chicago, a National Lending 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 August 19, 1968 and known as trust number 11-1981, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Twenty Thousand Four Hundred Three and 12/100 (\$120,403.12) 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 September 1, 1973 on the balance of principal remaining from time to time unpaid at the rate of 6 3/4 per cent per annum in instalments as follows: One Thousand One Hundred Sixty-one and 42/100 (\$1,161.42) Dollars

on the 1st day of October 1973 and One Thousand One Hundred Sixty-one and 42/100 (\$1,161.42) 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 September 1986

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 ABRAHAM NEILMAN, in said City.

AND WHEREFORE, 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, and said interest of principal, has granted, 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:

Lot 5 in the Resubdivision of Lots 11 to 31, both inclusive, and the South 15 feet of Lot 10 in John A. Bickfords Clark Street Addition, being a Subdivision of Block 2 (except the South 200 feet of said Block 2 lying East of the East line of alley) in Rogers Park, being a Subdivision of the North East quarter and that part of the North West quarter, lying East of Ridge Road, of Section 31, also the West half of the North West quarter of Section 32, also all of Section 30 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, easements, fixtures, and appurtenances thereto belonging, and all rents issues and profits thereof for so long and during all such times as First Party, its successors, 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 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, in-door heat, swings, 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. UNTIL 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 destroyed; (2) keep said premises in good condition and repair; (3) pay when due any taxes or charges on the premises superior to the lien hereof; (4) promptly pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (5) pay when due any taxes or charges on the premises superior to the lien hereof; (6) comply with all requirements of law or municipal ordinance with respect to any building or buildings now or at any time in process of erection upon said premises; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer 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) provide money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; (9) keep all buildings and improvements 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 the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the 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

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NAME: HERMAN KAPLAN
Address: 111 W. Washington St. Chicago, Illinois 60602
City: Chicago, Illinois
Form 104 R 5/72 533

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 7220-34 N. Clark St. Chicago, Illinois

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on the note, or purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure, or pay any reasonable costs or expenses, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable 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.

11. In addition to the monthly instalments required by said note, the holder of said note on the dates installment of principal and interest are payable, an amount equal to 1/12th of the estimated annual real estate taxes and assessments applicable to the said real estate, based on the most recent ascertained tax bill. The monies thus deposited with the holder of said note are to be held without interest and are to be applied by the holder of said note to the payment of such taxes and assessments as they become due and payable. If at any time the amount deposited is insufficient to pay said taxes and assessments, the First Party on demand will deposit with the holder of said note any amount necessary to make up the deficiency.

12. In addition to other insurance required hereunder, First Party agrees to maintain Comprehensive Public Liability Insurance in form and with conditions satisfactory to the holder of said note in coverage of not less than \$1,000,000.00, said policies, premiums prepaid shall be deposited with the holder of said note, and shall contain a provision for ten days' notice to said holder prior to any cancellation.

13. THE TRUST DEED is executed by The National Bank of Albany Park in Chicago, Illinois, personally but as Trustee as aforesaid in exercise of the power and authority conferred upon and vested in it as such Trustee (and said The National Bank of Albany Park in Chicago, Illinois, warrants that it is duly organized, validly existing, and has the full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said power of attorney shall be construed as creating any liability on or against said The National Bank of Albany Park in Chicago personally or in said power of attorney, or any 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 owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any, signed by the Vice-President, Trust Officer, and Assistant Cashier of The National Bank of Albany Park in Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed and attested by its Vice-President, Trust Officer, and Assistant Cashier, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

OF ALBANY PARK IN CHICAGO As Trustee as aforesaid and not personally,
Attest *Jacob Bloom* VICE-PRESIDENT-TRUST OFFICER
M. Cynthia Rose ASSISTANT CASHIER
DOROTHY DENNING
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
JACOB BLOOM
Vice-President-Trust Officer of THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, and
M. CYNTHIA ROSE
Assistant Cashier 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-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that said Jacob Bloom and said M. Cynthia Rose are the persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, and that said M. Cynthia Rose is the Assistant Cashier of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier signed the foregoing instrument as said Assistant Cashier, as aforesaid, and as the 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 18th day of October 1973
Dorothy Denning
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 herewith under Identification No. 574945
CHICAGO TRUST AND TRUST COMPANY
Trustee

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