

# UNOFFICIAL COPY

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 22 541 341  
 \*22541341



**COOK COUNTY, ILLINOIS**  
**TRUST DEED FOR RECORD**  
 NOV 9 '73 2 09 PM 22 541 341 \*22541341  
Form 813 R. 5-58

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made NOVEMBER EIGHTH 19 73 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 November 30, 1964 and known as trust number 47547, herein referred to as "First Party," and **AUGUST G. MERKEL,** an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of **FIFTY THOUSAND AND NO/100 (\$50,000.00)** Dollars, 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 date **7-1/2** per cent per annum in instalments as follows: **FIVE HUNDRED NINETY FOUR AND NO/100** Dollars on the **15th** day of **DECEMBER** 1973 and **FIVE HUNDRED NINETY FOUR AND NO/100 (\$594.00)** Dollars on the **15th** day of each and every 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 **15th** day of **NOVEMBER 19 83**. 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 **7-1/2** 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, **Illinois**, as the holders of the note may, from time to time, **OF CHICAGO, 3985 MILWAUKEE AVENUE,** 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 compliance with the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, being and being in the COUNTY OF **COOK** AND STATE OF ILLINOIS, to wit:

**Lot 22 in Higgins Industrial Park Unit Number 12 being a Subdivision in South East 1/4 of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois**



TOGETHER with all improvements, tenements, 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 or assigns may be entitled thereto belonging, and all rents, issues and profits thereof for 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 restriction) foregoing), screens, window shades, storm doors and windows, door coverings, radiator beds, awnings, groves 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 hereinafter expressed.

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 building 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, and upon receipt of 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 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; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service 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) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereon, 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 \_\_\_\_\_  
 INSTRUCTIONS \_\_\_\_\_

OR  
 RECORDER'S OFFICE BOX NUMBER 246

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

Rm  
 55221341

22 541 341







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PROPER COPY

CHICAGO TITLE AND TRUST COMPANY

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 as a Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly covenanted and agreed that nothing herein or in said note contained shall be construed as creating any lien or charge in favor of said First Party or on said Chicago Title and Trust Company personally or on any interest therein or in any other property of said Chicago Title and Trust Company, and by every person now or hereafter claiming any right or equity hereunder, and that so far as the First Party and its successors, assigns, heirs, executors, administrators, personal representatives, and assigns, shall look solely to the proceeds of said note provided or by action of the guarantor for the payment thereof, by the enforcement of the lien hereby created in favor of said Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President and Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, Trustee as aforesaid and not personally,

By: *[Signature]* ASSISTANT VICE-PRESIDENT

Attest: *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS, I, MARY E. ROSEANN SPIEZIO, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that



THOMAS F. WINTERS, Assistant Secretary of said Company, who are known to me to be the same persons whose names are subscribed to the instrument as such Assistant 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 deed, and that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and deed, and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this *23* day of *August*, 19*73*.

22 541 311

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 the name of *August G. Merkel* August *G. Merkel* AUGUST G. MERKEL, Trustee

END OF RECORDED DOCUMENT