

UNOFFICIAL COPY

AMORTIZATION FORM OF
TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 604 253

Richard R. Olson
RECORDER OF DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 17, 1974, between The Cosmopolitan National Bank of Chicago, a National Banking 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 February 2, 1973 and known as trust number 20570 herein referred to as "First Party," and Chicago Title And Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of TEN THOUSAND AND NO/100ths..... (\$10,000.00) ..Dollars,

made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest One Hundred Sixteen and eleven ^{cents} on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum in installments as follows:

Dollars on the 15th day of February 1974 and One Hundred Sixteen and 11/100ths (\$116.11) Dollars on the 15th 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 15th day of January 1984 . 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 installment 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 Anthony M. Anzalone, 11 So. LaSalle St. Room 921 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 consideration of 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South East 30 feet (measured on the South West line of Lot 35) in the Subdivision of the South half of Lot 13 in Snow Estate Subdivision by Superior Court Partition in Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying North of Clybourn Avenue in Cook County, Illinois.

THIS IS A PURCHASE MONEY MORTGAGE

5.00

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, assessments, 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 (which are pledged primarily and secondarily with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, lighting, 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-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereby created; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereby created; (4) pay when due any taxes, water charges, sewer charges, special assessments, or other charges, taxes, or assessments which are levied or assessed against the premises 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 charges, and other charges, taxes, or assessments against the premises when due and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) that in full and 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 under policies providing the amount 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; (10) all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to the premises; (11) that 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 renewal 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 dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or premium on any such policies, and may, 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 discharge and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure, affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be the first and principal indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent

DELIVERY Prepared by: NAME: *Anthony M. Anzalone* ADDRESS: *11 S. LaSalle St* CITY: *Chicago Ill. 60603* or RECORDER'S OFFICE BOX NO. 533 for information only insert street address of above described property.

