

UNOFFICIAL COPY

AMORTIZATION FORM OF
TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 604 253

Lillian R. Olson
RECORDER OF DEEDS

JAN 24 '74 12 44 PM

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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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 situate, 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

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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, 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 paid real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, 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 mats, awnings, power and water heaters. All of the foregoing are described as part of said real estate whether originally attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretofore placed upon 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 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) have all glass replaced 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 when received exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time new building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or regulation relating to the erection of buildings and the use thereof; (6) refrain from making any alterations in or to said premises as required by law or regulation; (7) pay before any penalty attaches to same taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises or upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full all taxes and other charges 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness now or hereafter by 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 holders of the note, such rights to be evidenced by the standard mortgage clause, and to be subject to all relevant laws, regulations, conditions and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewals policies, net premium, and cancellation fees, respectively, dates of expiration; (10) that the holders of the note may, but need not, make any payment or perform any act hereinabove set forth in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior unaccrued amounts, incurring said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies 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 in such additional 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 IL 60603

or RECORDER'S OFFICE BOX NO. 53

for information only insert street address of above described property.

DELIVERED
NAME: ANTHONY M. FANZALONE
ADDRESS: 11 S. LEXINGTON, CHICAGO, ILLINOIS
CITY: CHICAGO 260, ILLINOIS 60602

RECORDED IN OFFICE BOX NO. 53
of RECORDER'S OFFICE BOX NO. 53
FOR OFFICE ONLY THE NUMBER OR ADDRESS OF OUR DESCRIBED

per annum, interest of Trustees 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.

3. The Trustee or any holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments may do so according to the valid law, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. At no time, during the existence of this note and without notice to First Party, shall any unpaid indebtedness secured by this trust deed shall become due and payable (a) immediately in the case of default in making payment of the 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 pay any taxes, assessments, etc., which may be levied against the note or the property described therein; or (c) if there shall be any default and continue for three days, the right to exercise which shall be exercised by the trustee or holder of the note for the benefit of the note or notes.

5. When the indebtedness so hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to take such action to collect the same as they may see fit, and the expenses of collection shall be paid by them, and the Trustee or holders of the note or Trustee may sell all expenditures and expense which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, costs and expenses of collection, and other expenses of collection, including but not limited to court costs, examinations, witness fees, expert evidence, appraisals, abstracts, title, title searches and examination, attorney's fees, sureties, certificates, and similar data and assurances will respect to title, all Trustees or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend any suit or proceeding which may be instituted against the note or the property described therein or to collect any judgment or award made in such suit or proceeding, or expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable. Such additional indebtedness shall be recoverable by First Party or his/her successors or assigns, or by the trustee or holder of the note or notes, or by any proceeding, including garnishment, garnishee proceedings, to which either of them shall be a party with all plaintiff's claims and defenses, with (a) any proceeding, including garnishment, garnishee proceedings, to which either of them shall be a party with all plaintiff's claims and defenses, with (b) preparations for the commencement of any suit for the foreclosure hereof after the time of filing the same, or (c) expenses for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. 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 of collection, including attorney's fees and other expenses of collection, and all other amounts due to holders of the note or notes which under the terms hereof constitute unpaid indebtedness additional to that evidenced by the note, with interest thereon as herein provided, and principal and interest remaining any id on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the filing of a bill of foreclosure on this trust deed, the court in which such bill is filed may appoint a receiver of and premises, or any part thereof, 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 dwelling or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to take and hold the premises and to collect rents, charges and expenses in respect thereof and to make such repairs and disbursements as may be necessary or usual in such cases for the protection, preservation, control, management and operation of the premises during the whole of the period of receivership, and the receiver may apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby or of any debt due or owing to the trustee or holder of the note or notes from the date of the application for the receiver to the date of the discharge of the receiver or from the date of the discharge of the receiver until the date of the sale of the premises by the trustee or holder of the note or notes to the highest bidder, whichever comes first, or (2) the deficiency in case of a sale and deficiency that purpose.

8. 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 any instrument or documents executed in connection therewith, or to inquire into the availability of any title or as to the genuinity of the signatures or to inquire as to the credit standing of the agent or employee of Trustee who signed the trust deed, and Trustee shall be relieved of all liability resulting from any misconduct or negligence of such agents or employees, and it may require indemnities satisfactory to it before exercising any power given it by the trust deed.

9. Trustee shall release this trust deed and the lien therefrom 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 hereto to and at the request of any person who shall, at the time of the execution of such release, become the holder of the trust deed, or at the time of the discharge of the same, or at any time when First Party, his/her successors or assigns, shall have received full payment of all amounts due and owing to them by reason of the payment of the principal and interest on the note or notes and the payment of the sum of \$100.00 to the Cosmopolitan National Bank of Chicago, Trustee hereunder, and it may require indemnities satisfactory to it before executing any such release.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the County in which the premises are situated or by successor in trust. Any successor in trust hereunder shall have the identical title, power and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed by him.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made by the parties hereto, are personal to the Trustee only, and that the personal liability of the parties hereto, shall not extend to the exercise of bidding it personally, but this instrument is executed and delivered by the Cosmopolitan National Bank of Chicago, as Trustee, as the sole and exclusive agent of said parties, and is not personal to or of personal responsibility as assumed by, nor shall at any time be asserted or enforced against, the Cosmopolitan National Bank of Chicago, its assignees, successors and assigns, or to any of its officers, directors, employees, agents, or any other party holding or claiming an interest in or right to any part of the premises described herein, or to any other party holding or claiming an interest in or right to any part of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right to the same.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the Cosmopolitan National Bank of Chicago, as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for the non-performance of any of the covenants herein contained, or for the payment of the money required therefor, and the performance of the covenants herein contained shall not be enforced out of the property mortgaged herein referred to as the "Premises". IN WITNESS WHEREOF, the Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto annexed and attested by its Assistant Trust Officer-Accountant-Secretary, the day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

By: Rose M. Trullis ASSISTANT VICE-PRESIDENT

Attest Rose M. Trullis ASSISTANT TRUST OFFICER-ADMINISTRATIVE COMMISSIONER

the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Corfinno Bok

Vice-President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, and

Rose M. Trullis

Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are affixed before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and for the protection of both the Borrower and Lender. And the Assistant Trust Officer-Assistant Cashier of said Bank, did affix the corporate seal of said Bank to said instrument as his/her 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 21st day of January, A.D. 1974.

Notary Public

NOTARIAL SEAL
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. 5772312

CHICAGO TITLE AND TRUST COMPANY

Trustee

FORM 102 BANKFORMS, INC., MELROSE PARK, ILL.

BOX 533

END OF RECORDED DOCUMENT