

TRUST DEED

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16-20(P1)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 31, 1974, between Exchange 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 January 25, 1972 and known as trust number 26123, herein referred to as "First Party," and Robert L. Heintz

KNOW ALL MEN BY THESE PRESENTS that the said TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal sum of Four Thousand Dollars and No/100 Dollars made payable to B. T. ARER. and delivered to said 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 January 1974 on the balance of principal remaining from time to time unpaid at the rate of 6% per cent per annum in installments as follows: \$115.00

Dollars on the 25th day of February 1974 and \$92.00

Dollars on the 25th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if any, sooner paid, shall be due on the 25th day of January 1979. 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 BELMONT NATIONAL BANK, in said City.

OF CHICAGO. 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 the trust deed, and also in consideration of the sum of \$100.00 in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and convey unto the Trustee, its successors or assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot 2 in Bradley's Subdivision of Block 4 in Hundley's Subdivision of Lots 3 to 21 both inclusive and Lots 33 to 37 both inclusive in Pine Grove, being a Subdivision of Elisha E. Hundley of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY

Frank M. Colucci 3179 N. Clark St. Chgo., Ill.

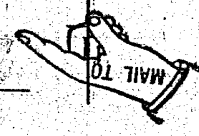
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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, encumbrances, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereon, and during all such time 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 therein or thereon used to supply heat, gas, air conditioning, water, light, sewer, refrigeration (whether stove, sink or laundry controlled), and ventilation (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, leader heads, awnings, screens 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 treated as a 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 covenants and trusts hereinafter set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT: 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, reconstruct and maintain 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 without waste and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 the holder of the note; (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 and all improvements thereon without the written consent of the Trustee; (7) pay before any public authority 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 holder of the note duplicate 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 other causes under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness now or hereof, all in compliance satisfactory to the holder of the note, under temporary policies payable in case of loss or damage, to the extent of the balance 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 holder of the note, and in case of insurance about

DELIVERY INSTRUCTIONS: BELMONT NATIONAL BANK OF CHICAGO, 3179 North Clark Street, Chicago, Illinois 60657. OR RECORDERS OFFICE BOX NUMBER. CHICAGO RECORDERS INDEX PURCHASES, 3727 N. Halsted, Chicago, Illinois 60613.





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**500 MAIL**

THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid to use the name of the power and authority conferred upon and vested in it as such Trustee (and said Exchange National Bank of Chicago, hereby warrants that it now owns full 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 said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest that may accrue hereon, or any indebtedness arising hereunder, or to perform any covenant or implied herein contained, all such liability, if any, being expressly waived by Trustee said by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors, said Exchange National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owners or owners of any indebtedness secured by said note shall look solely to the premises hereinafter covered for the payment of the same, and that the enforcement of the lien hereby created, in the manner herein set forth, shall not be taken to enlarge the personal liability of the guarantor, if any.

**IN WITNESS WHEREOF**, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, on this 7th day of February, 1911.

**EXCHANGE NATIONAL BANK OF CHICAGO** as Trustee as aforesaid and as personal guarantor,  
By Richard C. Ticker VICE-PRESIDENT-TRUST OFFICER  
Attest: R. O. Ticker ASSISTANT TRUST OFFICER

**MAE G. DEEM**  
I, MAE G. DEEM, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that I am the duly appointed and qualified Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and that the said Trust Officer 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 Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as and on behalf of the said Exchange National Bank of Chicago, and that they acknowledged that said Assistant Trust Officer and the said Assistant Trust Officer thereunto subscribed their names and voluntarily acted as and in the presence and voluntary act of said Bank, on the date aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of Feb 11 1911  
MAE G. DEEM  
Notary Public

<b>IN WITNESS WHEREOF</b> BOTH THE BORROWER AND LENDER, THEY SHOULD BE IDENTIFIED IN FILE	The instrument Note mentioned in the within Trust Deed has been identified hereunder under Identification No. _____
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END OF RECORDED DOCUMENT