

APR 26 63 06-055K 86-4

TRUST DEED

FORM T-7

22 697 326

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 22 1974, between PARKWAY BANK AND TRUST COMPANY, an Illinois Banking Corporation, 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 April 22, 1974 and known as trust number 2576- herein referred to as "First Party," and Edwin P. Fifielski

and the corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith to the Principal Sum of Fifteen Thousand (\$15,000.00) & no/100----- Dollars, 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 May 1, 1974----- on the balance of principal remaining from time to time unpaid at the rate of eight (8%) per cent per annum in instalments as follows: One Hundred Eighty Two (\$182.00) (or more)-----

Dollars on the 4th day of June 1974 and One Hundred Eighty Two (\$182.00) (or more)----- Dollars on the 1st day of each month thereafter until said note is fully paid

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 8% 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 4758 N. Milwaukee Avenue, Chicago, Ill. 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:

Lot one hundred ninety three (.93) in Rudolph's Subdivision of Blocks four (4) and five (5) in W. S. Ogden's Subdivision of the South West quarter (1/4) of Section eighteen (18), Township forty (40) North, Range fourteen (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, 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 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, door covers, leader heads, awnings, pipes 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 attached to 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.

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 mechanic's 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 request furnish 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 ordinance 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) 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 windstorm under policies providing for payment 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, 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

RECORDER'S OFFICE BOX NUMBER 433

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

4145 N. Lincoln Avenue
Chicago, Illinois

This Instrument prepared by:
Edwin P. Fifielski
4758 N. Milwaukee Avenue
Chicago, Illinois 60630

Grantees Address: 4758 N. Milwaukee Ave.
Chicago, Ill. 60630

Exempt under provisions of Paragraph C, Section 4, Real Estate Transfer Tax Act.

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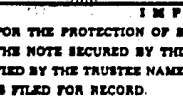
holders of the note, such right to be evidenced by the standard mortgage clause to be attached to such policy; and to deliver all policies, including additional and renewed policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the expiration of the policies of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the expiration of the policies of the note; and to make any loan or advance of money or to purchase any real estate or to acquire any interest in any real estate, or to purchase any real estate or to acquire any interest in any real estate, or to purchase any real estate or to acquire any interest in any real estate, or to purchase any real estate or to acquire any interest in any real estate...

COOK COUNTY, ILL. FILED FOR RECORD APR 26 '74 10 19 AM

Walter A. Olson Notary Public *22697326

THIS TRUST DEED is executed by PARKWAY BANK 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 said PARKWAY BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is generally understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming a right of security hereunder, and that so far as the said First Party, its successors and said PARKWAY BANK AND TRUST COMPANY, personally are concerned, the legal holder of said note, and the owner or owners of any indebtedness accruing hereunder, shall look solely to the premises hereby conveyed for the satisfaction of their debt, and the enforcement of the lien hereby created, in the manner herein and in said note provided or by law, and shall be relieved of any personal liability of the guarantor, if any.

PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these premises to be lawfully conveyed to the undersigned by the undersigned, B. H. Schreiber, Vice-President-Trust Officer of the PARKWAY BANK AND TRUST COMPANY, and Armilla A. Rataj, Assistant Cashier of said Bank, who are personally known to me to be the same persons who have 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 as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier's own 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 25th day of APRIL 1974.



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. 55 042 351 Trustee

END OF RECORDED DOCUMENT

JVS