

UNOFFICIAL COPY

TRUST DEED COOK COUNTY, ILLINOIS
(FIRST NATIONAL BANK, TRUSTEE) FILED FOR RECORD

22 701 046

William R. Olson
RECORDERS DEEDS

*22701046

APR 30 '74 2 12 PM

FORM 201 2/64

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 11, 1974, between

FIRST NATIONAL BANK OF BLUE ISLAND,

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island, Illinois, 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 _____ and known as trust number 74015, herein referred to as "First Party," and

CHICAGO TITLE INSURANCE COMPANY

an Illinois corporation, herein referred to as THE TRUSTEE, witnesseth:

THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of FIFTEEN THOUSAND (\$15,000.00) Dollars,

made payable to BEAHER

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 hereof on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum in installments as follows: ONE HUNDRED NINETY ONE (\$191.00) or more

Dollars on the 1st day of June, 1974 and ONE HUNDRED NINETY ONE

(\$191.00) 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 installment unless paid when due shall bear interest at the rate of _____ per annum, and all of said principal and interest being made payable at the office of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the holders of the Note may, from time to time, appoint in writing.

IN WITNESS WHEREOF, First Party has caused the signature of _____ to be hereunto set in presence of _____ and _____, its duly authorized officers, who have signed the same in presence of _____, its duly authorized officers, and the same has been duly attested by the seal of said First Party.

Lot 8 (except that part thereof lying East of a line 50 feet West of and parallel to the East line of Section 22 conveyed to the City of Chicago by Document #12126448) in Block 9 in Arthur T. McIntosh's Crawford Avenue Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian,

*Prepared by
Bernick & Bernick
5500 S Sawyer*

500

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 thereon 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 all real estate and the improvements thereon to the mortgagee or assignee of the mortgagee hereunder) to secure the payment of the principal and interest on the said note, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including all ducts, pipes, and water heaters. All of the foregoing are deemed to be a part of said premises whether physically attached thereto or not, and it is agreed that all utility 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 premises.

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:

Until the indebtedness hereunder 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 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 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 to said premises except as required by law or municipal ordinances; (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 policy, in the manner provided by statute, any loss or assessments which First Party may desire to collect; (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 subject either to pay the cost of replacing or repairing the same or to pay in full the insubstantial proceeds hereof; all in compliance 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 BERNICK & BERNICK, LTD.
STREET Attorneys-at-Law
5500 South Sawyer Avenue
CITY Chicago, Illinois, 60629

5522 South Pulaski Road,
Chicago, Illinois

OR INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER
BOX 533

APR 30 63-05-355

22 701 046

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 additional and renewal policies, to holders of the note...

3. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree...

5. The proceeds of any foreclosure sale of the premises shall be distributed and apportioned in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...

6. Trustee has a duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof...

7. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

8. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, liability or refusal to act of Trustee, the then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust...

11. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on the behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

12. In the event alcoholic beverages are sold on these premises, failure to deposit acceptable dram shop insurance with Mortgagee shall cause immediate acceleration of all balances due.

THIS TRUST DEED is executed by the FIRST NATIONAL BANK OF BLUE ISLAND, 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 First National Bank of Blue Island hereby certifies that it possesses full power and authority to execute this instrument...

IN WITNESS whereof, the Assistant Vice-President of the First National Bank of Blue Island, not personally but as Trustee as aforesaid, on behalf of those persons to be signed by the Assistant Vice-President...

FIRST NATIONAL BANK OF BLUE ISLAND As Trustee as aforesaid and not personally, By: Anthony C Zajkowski, Assistant Vice-President, and Patrick J Faloona, Assistant Secretary

STATE OF ILLINOIS ss. COUNTY OF COOK, a Notary Public in and for said County, in the state aforesaid, DO HENRY CENTY, Notary Public, ANTHONY C ZAJKOWSKI, VICE-PRESIDENT OF THE FIRST NATIONAL BANK OF BLUE ISLAND, and PATRICK J FALOONA

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing 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 as the free and voluntary act and as the free and voluntary act of said Company...

Given under my hand and Notarial Seal this 26th day of April 1974. Notary Public

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. CHICAGO TITLE AND TRUST COMPANY, Trustee, SECRETARY