

# UNOFFICIAL COPY

## TRUST DEED

22 755 093

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made 23rd day of May 19 74, between East Side 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 May 16, 1974 and known as trust number 1025, 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 instalment note bearing even date herewith in the principal sum of THIRTY FIVE THOUSAND and no/100----- Dollars,

made payable to the order of 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

on the balance of principal remaining from time to time unpaid at the rate of ten percent per annum in instalments (including principal and interest) as follows: Six Hundred and no/100 or more----- Dollars

on the 25th day of June 19 74, and Six Hundred and no/100 or more----- 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 not sooner paid, shall be due on the 25th day of May 19 75. 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 one-twelfth (1/12) of the interest, calculated at said annual rate upon the unpaid balance of the principal sum due as of the last day of each month shall be added to the unpaid balance of the principal sum on the first day of the next succeeding month, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of East Side Bank and Trust Company in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of THIRTY FIVE THOUSAND 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 to the Trustee, do hereby certify, acknowledge, declare by these presents that, under and in accordance with the provisions of said Trust Agreement, the following real estate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 1, 2, 3 (except that part conveyed to the State of Illinois by deed document 17388589 in Block 1 of Ford Calumet Center, a Subdivision of the West 1276.16 feet of the North 1/2 of the Southwest 1/4 of Section 7, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois ...

5.00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rights, 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 party with said real estate as, or 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 (without including the foregoing), screens, window shades, storm doors and windows, doors, awnings, in-door beds, swings, stoves 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 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: Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not lawfully subordinated to the lien hereof; (c) 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of construction, upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the liability assumed 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 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, and in case of insurance about

63-11-387K  
This indenture was prepared by Frank Wessler

D NAME East Side Bank and Trust Company  
E STREET 10635 Ewing Avenue  
L CITY Chicago, Illinois 60617  
V  
E  
R  
Y INSTRUCTIONS OR 533  
RECORDER'S OFFICE BOX NUMBER

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

prepared by  
Frank Wessler  
111 W. Washington  
Chicago

In order to deliver payment... to the holder of the note... the Trustee or the holder of the note may, but need not, make any payment or perform any act... in order to discharge, compromise or settle any claim or other prior lien or title or claim thereon...

COOK COUNTY CLERK  
JUN 16 '74 3 01 PM

22755093

THIS TRUST DEED is executed by East Side 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 East Side Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument) and it is executed by the undersigned as aforesaid in and to the said bank and trust company...

IN WITNESS WHEREOF, East Side Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, Joseph J. Olivieri, and its corporate seal to be hereunto affixed and attested by its Secretary, Joseph Purka...

By: [Signature] Rita M. Koolstra  
Attest: [Signature] Joseph Purka  
I, Rita M. Koolstra, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Joseph J. Olivieri and Joseph Purka are authorized to execute this instrument as such Trustee and Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustee and Secretary of said Bank, and who have been duly sworn to and qualified to execute the same as such Trustee and Secretary of said Bank, and whose names are subscribed to the foregoing instrument as such Trustee and Secretary of said Bank, and who have been duly sworn to and qualified to execute the same as such Trustee and Secretary of said Bank...



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.

END OF RECORDED DOCUMENT