

# UNOFFICIAL COPY

## TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 784 164

*Shirley R. Olson*  
RECORDING DEEDS

\*22784164

Form 2 Stuart-Hooper Co., Chicago 16777

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 18 19 74, between Union National Bank of Chicago, a National Banking Association of Chicago, Illinois, 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 June 12, 1972, and known as trust number 1870, herein referred to as "First Party," and FIRST NATIONAL BANK OF BLUE ISLAND 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 Eighty-one Thousand Nine Hundred & no/100ths-----\$81,900.00----- 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 on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in instalments as follows: Nine Hundred Thirty & 88/100ths-----\$930.88-----

Dollars on the 1st day of July 19 74 and Nine Hundred Thirty & 88/100ths-----\$930.88-----

Dollars on the 1st 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 1st day of June 19 89. All such payments or 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 \_\_\_\_\_ per cent per annum, and all of said principal and interest being made payable at such banking house or trust office 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 UNION NATIONAL BANK OF CHICAGO 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 fact 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 5, Lots 7,10,11,13 (except that part of Lot taken for Halsted Street), 14,15,16 (except that part lying East of a line 50 feet West of and parallel with the East line of Section 20 conveyed to City of Chicago by deed recorded June 4, 1929, as Document 10389133) 21,22 and 23 in Block 5 in Placerdale being a Subdivision by Thomas S. Dobbins of the East half of the Southeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.\*\*

THIS TRUST DEED may be prepaid in whole or in part at any time. Sixmonths advance interest is due and payable hereon at the rate stated above on that part of the aggregate amount of all prepayments so made on this Trust Deed during any one year period which exceeds 20% of the original principal amount of the loan evidenced by this Trust Deed.\*\*

FURTHER MORTGAGORS, herewith agree and covenant to pay, in addition, 1/12th of the annual real-estate taxes and insurance premium, per month, to be applied as a tax and insurance reserve.\*\*

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 to said party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, steam, electricity, 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, ladder ladders, awnings, stoves and water heaters. All of the foregoing are 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 terms and covenants 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 created; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereon, and upon receipt exhibit 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 ordinances 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 Union National Bank of Chicago  
D 11108 South Michigan Avenue  
E STREET Chicago, Illinois 60628  
L  
I CITY  
V  
E  
R  
Y INSTRUCTIONS OR

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

11636 S. Halsted

Chicago, Illinois 60628

RECORDER'S OFFICE BOX NUMBER 14

This Instrument was prepared by  
MARGARET LUPO  
UNION NATIONAL BANK OF CHICAGO  
11108 S. MICHIGAN AVE.  
CHICAGO, ILLINOIS 60628

JUL 16 6 24 134K

5.00

22 784 164

RECORDING DEEDS

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 to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration...

2. 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any 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 do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, or to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, collect the rents and profits of such premises, should be entitled to collect such rents and profits and all other proceeds which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for any power, street or sewer.

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 to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

9. 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, and the Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested by a successor trustee, such successor trustee shall also produce as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate of identification in any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may register 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 non-existence of the Recorder or Registrar of the county in which the premises are situated shall be a Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. ~~As between~~ The First Party 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 behalf of each & every person, except decree or judgement creditors of the First Party acquiring an interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the Union National Bank of Chicago, not personally but at Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Union National Bank of Chicago, hereby warrants that it possesses 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 the part of First Party or on said Union National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness hereunder, or to perform any covenant, express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any such security hereunder, and that so far as the said note and its successors, and said Union National Bank of Chicago personally are concerned, the holder or holders of said note and the holder or holders of any indebtedness arising hereunder shall look solely to the premises hereby conveyed for the payment thereof. In the enforcement of the debt hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the Union National Bank of Chicago, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Executive Vice President, and its corporate seal to be hereunto affixed and attested to by its Trust Officer, the day and year first above written.

UNION NATIONAL BANK OF CHICAGO A Trustee as aforesaid and holder in part of the

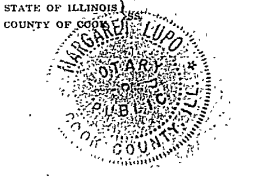
By: *[Signature]*  
Attest: *[Signature]*

MARGARET LUPO  
Notary Public in and for said County, in the state of Illinois

Terrence O'Brien, President of the UNION NATIONAL BANK OF CHICAGO, and J.R. BROWN

Trust Officer of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Trust Officer, 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 Trust Officer then and there acknowledged that he caused the Corporate Seal of said Bank to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of May 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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1463-V

*[Signature]* Trustee

END OF RECORDED DOCUMENT