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22 866 799 GRENI This Indenture, Made September 12 19 74 , between Pullman Bank and Trust Company, an illinois 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 July 9, 1968 71-80632 herein referred and known as trust number CHICAGO TITLE AND TRUST COMPANY to as "First Party." and **n**og 3 an Illinois corporation herein referred to as TRUSTEE, witnesseth: 3 THAT, WHEREAS First Party has concurrently herewith executed te bearing even S cate herewith in the PRINCIPAL SUM OF Seventy Four Thousand Five Hundred
Twenty Five (\$74,525.00) 67 and delivered, in and by mar's pryable to BEARER which of 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 at the rate of 1% above the average prime rate charged by Continental Illinois National Bank and above in a conjust of the balance of principal remaining from time to time unpaid at the rate Chicago and The list National Bank of Chicago on each interest payment date, etc.—per cent per intum nimitaliments as follows: interest payable quarterly with points the first interest payment on 12/12/74. The entire principal shall be due on the day and payable on or before 19 and and payable on or before 12/12/76 but may not be paid before 1/2/76. fter until-caid-note is fully ineips Land-interest, if not somer paid, shall-be-due-on-thepaid except that the final day-ofevidenced 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 set of the remainder to principal; provided that the principal of each set of the rate of the r cent per annum, and all of said pru cipal and interest being made payable at such banking house Illinois, as the holders of the Chicago or trust company in note may, from time to time, in writing appoint, and it are noe of such appointment, then at the office of Harry Meloy, 111 West Monroe Fireat NOW, THEREFORE, First Party to secure the payment of the rold principal sum of money and said interest in accordance with the terms, provisions and limitations of this true 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, remse, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the AND STATE C. IL MOIS, to wit: COUNTY OF COOK a legal Descri This Instrument was prepared by: EDWARD I. ROTHSCHILD I(wo First National Plaza

which, with the property hereinafter described, is referred to herein as the "premises,"

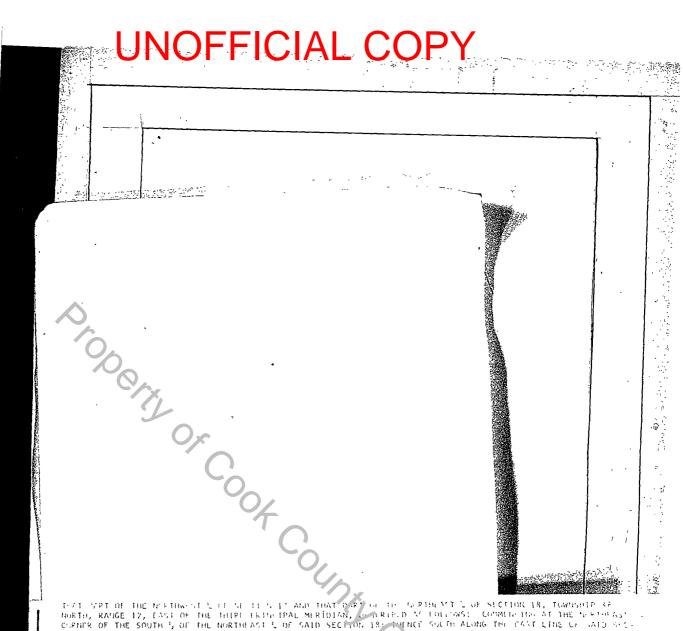
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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which 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, floor coverings, inador beds, awnings, 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 its 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.

Chicago; Illinois 60670

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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 herafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and 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 exhibit 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 a' any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ord nances with respect to the premises and the use thereof; (6) refrain from making material alterations in said possible said receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Par y may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said prenaries 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 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, incl. dur., additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver rer swal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the new may, but need not, make any payment or perform any act hereinbefore set forth in any form and manne. demed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrates, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim the reof, coredeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All movevs poid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgand remises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action her in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on secount of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the note hereby secured raining any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stater ent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, catement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim again.
- At the option of the holders of the note and without notice to Fast 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 qui ult in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of "1 st Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereo's id such default shall continue for three days, said option to be exercised at any time after the expiration of said t'ree day period.
- When the indebtedness hereby secured shall become due whether by acceleration of nerwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose it 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' rees 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 (II) 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 bidders 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 r incipal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 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

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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, and without regard 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, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a 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, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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.

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable thes rad access thereto shall be permitted for that purpose.

Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee by soligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms herein, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct cotheter. The agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

- 9. Trustee shall clease 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 Trustee may execute and deliver a release h reof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Tru ee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may acrept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept 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 valich 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 on any instrument identifying same as the note described herein, it may ac epi 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 resign by instrument in writing filed ir the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. 10 .as of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any 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 reasonal e con pensation for all acts performed hereunder.

THIS TRUST DEED is executed by Pullman Bank and Trust Company, not perso ally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Pullman Bank and Trust Company, 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 said First Party or on said Pullmar 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 any right or security hereunder, and that so far as the First Party and its successors and said Pullman Bank and Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien 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, Pullman Bank and Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

The same of the same

PULLMAN BANK AND TRUST COMPANY As Trustee

Vice-President

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STATE OF	ILLINOIS ss.			
COUNTY OF		Johanna Wyckoff		
	I, a Notary Public		the State aforesaid, DO HEREB	Y CER-
	TIFY, that	Paul B. Lysik		
	•		PULLMAN BANK AND TRUST COMPA	NV and
		D. M. Hard	Assistant S	
	Secretary, respectively signed and and as the free uses and purpos acknowledged the corporate so	ho are personally known to to the foregoing instrumentively, appeared before me delivered the said instrument of the contract of said and voluntary act of saids therein set forth; and the lat the, as custodian of the lat of said Bank to said in	o me to be the same persons whose it as such Vice-President, and A this day in person and acknowled ment as their own free and volumed a Bank, as Trustee as aforesaid, he said Assistant Secretary then are corporate seal of said Bank, of astrument as his own free and vonstrument as his own free and vonstrument as his own free and vonstrument.	e names ssistant ged that cary act for the ad there lid affix sluntary
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