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TRUST DEED

585420

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22 884 188

Richard P. Elmer
RECORDS DEPT. TRUST

*22884188

Form TD 168-L

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made this 16th day of October 1974, between Bank of Ravenswood, 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 Oct. 16, 1974 and known as trust number 1176, herein referred to as "First Party" and Chicago Title & 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 Seven Thousand Five Hundred (\$7,500.00) 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 January 1, 1975 thru January 1, 1990 on the balance of principal remaining from time to time unpaid at the rate of 8-1/2% per cent per annum in instalments as follows:

Seventy Three and 86/100 (\$73.86) Dollars on the 1st day of January 19 75 and \$73.86

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 January 19 90. 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 seven 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

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 Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 40 in the Subdivision of Block 1 of the Subdivision of Block 45 (except the South 266 feet of the West 218 feet thereof) in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (Except the South West quarter (1/4) of the North East quarter (1/4) of the South East quarter (1/4) of the North West quarter (1/4) and the East half of the South East quarter (1/4) thereof) in Cook County, Illinois. Commonly known as 2335-W. School-St., Chicago, 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, mortgaged and on a 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, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), awnings, shutters, storm doors and windows, floor coverings, indoor beds, grates, stoves and water heaters. All of the foregoing are declared to be a part of said real estate and are 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 parts 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 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 promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or 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, or 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 lien or charge 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 to 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 notes 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 on 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 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 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

D NAME S. BELOFSKY
E STREET 10 S. LA SALLE
I CITY CHICAGO, ILL 60603
V
R OR
Y INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2335 School St., Chicago

RECORDERS' OFFICE BOX NUMBER

BOX 533

This instrument was prepared by Max Zellers Bm 11/38
10 S. LA SALLE
CHICAGO, ILL.

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cause any tax or assessment, all moneys paid for any of the purposes here authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein 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 fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

10. Trustee may return 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, 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 herein 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 the services performed hereunder.

THIS TRUST DEED is executed by Bank of Ravenswood 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 Trustee 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 said First Party or on said Successors or on said Trustee or on any interest therein that may accrue thereon, or any indebtedness accruing hereinafter, 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 not or greater claiming any right or security hereunder, and this shall be the full and final release of said First Party and its successors and said Bank of Ravenswood, its officers and agents, from and in respect of said note and the premises secured hereby, and its successors and said Bank of Ravenswood shall be solely to the premises hereby conveyed for the payment thereof, and the enforcement of the lien hereby created, in the manner herein set forth, and in no note provided or by action to enforce the personal liability of the guarantor, if any.

By *[Signature]* Vice-President of Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this day and month of *[Month]* 1974.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,
By *[Signature]* Senior Vice-President
Attest *[Signature]* Assistant Trust Officer

Rita L. Stimm
Saul D. Binder
Saul D. Binder
Saul D. Binder
Saul D. Binder

STATE OF ILLINOIS
COUNTY OF COOK
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the foregoing instrument was duly acknowledged before me this day in person and acknowledged 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 said First Party or on said Successors or on said Trustee or on any interest therein that may accrue thereon, or any indebtedness accruing hereinafter, 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 not or greater claiming any right or security hereunder, and this shall be the full and final release of said First Party and its successors and said Bank of Ravenswood, its officers and agents, from and in respect of said note and the premises secured hereby, and its successors and said Bank of Ravenswood shall be solely to the premises hereby conveyed for the payment thereof, and the enforcement of the lien hereby created, in the manner herein set forth, and in no note provided or by action to enforce the personal liability of the guarantor, if any.

Given under my hand and Notarial Seal this 18th day of October, 1974.
[Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS INSTRUMENT SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE INSTRUMENT IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified hereon with Instrument Identification No. 585420
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
By *[Signature]*
ASSISTANT TRUST OFFICER - SECRETARY

2284188

END OF RECORDED DOCUMENT