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This Indenture, Made August 1 1972, between Chicago City 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 Company in pursuance of a Trust Agreement dated July 29, 1972 and known as Trust Number 9479 herein referred to as "First Party" and

CHICAGO TITLE AND TREST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment even date herewith in the PRINCIPAL SUM OF Forty Six Thousand and 00/100 1\$46,000.007

made payable to BEARER whi h said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agree men' a d hereinafter specifically described, the said principal sum and interest on the balance of principal remulting from time to time unpaid at the rate of 7-1/4% per cent per annum in

XXXXX All stal payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal base ce and the remainder to principal; provided that the principal of each instalment unless paid when due shall bar in rest at the rate of the per cent per annum, and all of said principal and interest

being made payable at st. h banking house or trust company in Chicago Illinois, as the holders of the note may, from 'me t time, in writing appoint, and in absence of such appointment, then at the being made payable at sr in banking house or trust company in SACK REALTY CO.

in said City.

NOW, THEREFORE, First Party of scure the payment of the said principal sum of money and said interest in accordance with the terms, province is and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt where in hereby acknowledged, does by these presents grant, remise, sum of One Dollar in nand paid, the receipt where Is natively assigns, the following described Real Estate situate, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, being and being in the City of Chicago.

Country of Cook

AND STATE OF LILLINOIS, to wit: Lot 7 to 14 Both inclusive in Block 1 of Subdivision of the North 6 acres of the North East quarter of the North West quarter of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian.

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

PAYMENT TERMS: Two Hundred Seventy Seven and 92/1.0 (\$7.77.92) Dollars on the first day of September, 1972 and on the first day of each month thereafter to and including the first day of December, 572, which payments shall be applied only on interest, and Four Hundred Dollars (\$400.00) on the first day of January, 1973, and Four Hundred Dollars (\$400.00) wer month thereafter until this note is fully paid, except that the firal payment of principal and interest, if not sooner paid, shall be due soon the first day of December, 1985. In addition to making the foregoing monthly payments the First Barty shall pay on January 1, 1973 the sum of Six Thousand Dollars (\$6,000.00) to be applied to the outstanding principal balance. be applied to the outstanding principal balance.

In addition to and concurrent with each of the foregoing monthly vay ents, the First Party shall deposit with the holder of said Note reasum equal to (a) 1/12th of the latest ascertainable general real estate taxes and assessments, if any, plus (b) 1/12th of the annual premiums for fire and comprehensive insurance required by this trust deed. If, at any time, the holder of said Note deems incommont deposited insufficient to pay said taxes, assessments and premiums, the First Party will deposit with the holder upon demand the amount of the deficiency.

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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 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

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TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 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 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 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; (1) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage, of its, lightning or windstorm under policies providing for payment by the insurance companies of moneys suncier, either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in ... manies satisfactory to the holders of the note, such rights to be evidenced by the standard mortgage clause to be attacled, each policy; and to deliver all policies, including additional and enew
- 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 bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of sich bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim the for.
- 3. At the option of the holders of the not and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shau, row that adding anything in the note or in this trust deed to the contrary, become due and payable (a) immediate) in the case of default in making payment of any instalment of principal or interest on the note, or (b) in one 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 in their by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien here. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the true for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the lient charges, appraiser's fees, outlays for documentary and expert evidence, stenog apher charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) I 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 reasonable in cessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such die ee 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 mayable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any ind by daess hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof at a certail of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any the cate doubt 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.
- 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 privided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, is legal representatives or assigns, as their rights may appear.
- 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, 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 adeciency, 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 asses for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time to debtedness 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.

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- 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 that purpose.
- 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 exercise 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 herein given.
- 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 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 of a successor tustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of der ification purporting to be executed by a prior trustee hereunder or which conforms in substance with the case of the note and which purports to be executed on behalf of First Party; and where the reak so is requested of the original trustee and it has never executed a certificate on any instrument identifying sare or the note described herein, it may accept as the genuine note herein described any note which may be presenter and which conforms in substance with the description herein contained of the note and which purports to be a cutted on behalf of First Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument is shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then teco do of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in 1-1xt accounter shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor chall be entitled to reasonable compensation for all acts performed hereunder.
- 11. Subparag aph (9) of Paragraph 1 hereof shall be deemed to require insurance in the amount of the full insurable value of the premises as determined from time to time.
- 12. Mortgagor waive 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 are very 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.
- 13. This trust deed is a puring e money trust deed in the nature of a mortgage, having been given to evidence and secure part of the purchase price of the premises herein described.

THIS TRUST DEED is executed by the Chicago City Bank and Trust Company, not perscall but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such "rustee (and said Chicago City 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 Chicago City Bank and Trust of any parsonally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinder, 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 Chicago City 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. the guarantor, if any.

IN WITNESS WHEREOF CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed the day and year first above written.

CHICAGO CITY BAN AND TRUST COMPANY

C/0/4's

e-President

nown ATTEST

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STATE OF ILLINOIS COUNTY OF COOK I, DOTOTHY OWENS a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certry, thatRORRET, G., MERSHENNORN. Yice-President of the Chicago City Bank and Trust Company, andFRANK J., RROWNE. Trust Officer				
The Instalment Note mentioned in Trust Deed has been identified herey Identification No.	Interes. CHIGAGO, NTE, ARD, TRUST COMPAND. No. Assistant Control Control Assistant Control Secretary		y Bank Fo. 19- protection of both the borrower and lender, the note secured by the Trust Deed should be identified by the Truste named herein before the Trust Deed is filed for record.	
Box SSS TRUST DEED Chicago City Bank and Trust Company LTO	Trustee	mark to Route to be bright that	Chicago City Bank and Trust Company Halsted at Sixty-Third Chicago	

END OF RECORDED DOCUMENT