UNOFFICIAL COPY

37221

22 083 353

VINE DESCRIP

This Indenture, Made SEPTEMBER 25, 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 September 23, 1972 and known as Trust Number #9529 herein referred to as "First Party" and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

CHICAGO CITY BANK ANL TJ. C COMPANY

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF TWELVE THOUSAND FIVE HUNDRED AND NO/100- - - - DOLLARS, in and by

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 lim tations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof in the receipt acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors produced assigns, the following described Real Estate situate, lying and being in the CTTY OF CHICAGO COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

office of

Lot 38 (except the North 1 foot and 1 1 2 inches thereof) and the North 5 feet 5 3/8 inches of Lot 37 in Cornell's Subdivision of Block 11, of a Subdivision by 1. C. P. Freer (receiver), being a Subdivision of the East Val of the Southwest Quarter of Section 22, Township 38 for h, Range 14, East of the Third Principal Meridian;



22 063 3

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 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, in ador 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.

UNOFFICIAL COP

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 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 writh request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under poster in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep an buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, light ming or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to any the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies at stactory to the holders of the note, such rights to be evidenced by the standard mortyage clause to First pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies at state
- 2. The Trustee or the holders of the not her by secured making any payment hereby authorized relating to taxes or assessments, may do so according to an, o'., tatement or estimate procured from the appropriate public office without inquiry into the accuracy of such bil. st tenent 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 movice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwith tanding 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 instalment of principal or interest on the note, or (b) in the event or 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 expir tion of said three day period.
- 4. When the indebtedness hereby secured shall become due which a ty acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In an suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for so is all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the rote for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charmers, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of proce ring 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 names y either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree as an excondition 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 paya'se, ith 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 leaby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accr at of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened for 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 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, 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.

NOFFICIAL COP

- 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 de ver a release hereof to and at the request of any person who shall, either before or after maturity thereof, rodu e and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which topre tation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such so essor 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 her in obtained 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 on any instrument identifying same as the not described herein, it may accept as the genuine note herein described any note which may be presented and which on forms 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 in the office of the Recorder or Registrar of Titles in which this instrument shall be seen recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of I has 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 existed to reasonable compensation for all acts performed hereunder.
- 11. It is agreed that there nall be deposited monthly, in addition to the payments herein provided, such proportional amounts sufficient to pay each and every installment of the general real estate taxes levied against the premises, at least thirty days before any penalty shall attach thereto.

Colly Clarks THIS TRUST DEED is executed by the Chicago City 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 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 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 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.

IN WITNESS WHEREOF, CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be increased by its Vice-President, and its corporate seal to be hereunto affixed and attested by its

CHICAGO CITY HONK and trust company

Poetijar Trust Officer

ATTEST

UNOFFICIAL COPY

	Line Light July				
STATE OF ILLINOIS					
COUNTY OF COOK					
		A. BOWEN	•••••		
	a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that ROBERT G. HERSHENHORN				
	Vice-President of the CHICAGO CITY BANK AND TRUST COMPANY, and				
	MARIE J. COSTIGAN Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the				
	foregoing instrument as such 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth;				
	and the said. Trust Officer				
		ate sear of said Company, di as.her.own free and volunt			
		Frustee as aforesaid, for the		therein set forth.	
A NED	GIVEN under my October	nand and notarial seal, this	A. D. 19.72.	. 1 -	
			Jail	1 Bower	
			No	tary Public.	
S. C.					
COUNT	COOK COUNTY, LLING		RECORDER	COF DEEDS	
Zanigin!	0 10 173 0		0.0		
	Ост 13 '72 9 чэ		221	083353	
- 1		10			
損	\$ <u>1</u>				
e wit	With und Trustee.	040	2 6 2	2 -3	
4	CONTANT Truste	4	T the bor cured by	before record.	
ned .	Deed has been identified herewith unde fration No. CHICAGO TITLE & TRUST COMPANY BY: Trustee. CHICAGO TITLE AND TRUST COMPANY TRUSTEE. Aniesed Franchischer Company CHICAGO TITLE & TRUST COMPANY TRUSTEE TRUST COMPANY TRUST		A N T both the	for	
entic			R A A a of be the note should 1		
# # # # # # # # # # # # # # # # # # #	ide s	Q		is in	
Ž	D. TITTLE AND		Deed B	Trustee 's	
lmer	ion N ion N ickeo		F B E	Trust	
Insta	EX.		For t rowc	-g H	
	I rust I dentifi			0.	
	4 1				
11				1)5	
z			1		
S7221 EED	PAN			en	
සි <u> </u>	pan,		ank .	Aven	
Ω	om)		orn B	na l	
OX 978 3722 Box TRUST DEED	Chicago City Bank and Trust Company and Trust Company GO LILLE AND TRUST COM		Chicago City Bank	Chicago Chicago 19.3 6839 South Indiana Avenue	
N X	ago Fru:		ago Trus	₽ E	
80x Box C V S V S V S V S V S V S V S V S V S V	of Time of Tim		id hic	Sou	
Box TRUS	AGO AT		l O #	839	
Q H	Chicago City Bank and Trust Company Al-Truste TO CHICAGO TITLE AND TRUST COMPANY			683 683	