

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 27, 1972, between Maywood-Proviso State Bank, 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 June 6, 1969 and known as trust number 1906, herein referred to as "First Party," and AVENUE STATE BANK, 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 Twenty-seven Thousand Five Hundred (\$27,500.00) 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, and the co-makers thereof personally promise to pay, the said principal sum and interest from date hereof

on the balance of principal remaining from time to time unpaid at the rate of

6-3/4 per cent per annum in instalments as follows: Two Hundred Nine and 12/100ths

(\$209.12) Dollars or more

on the 15th day of December

1972 and Two Hundred Nine and 12/100ths

(\$209.12) Dollars or more

on the 15th 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 15th day of November 1992.

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 6-3/4 per cent per annum on said principal and interest being made payable at such banking house or trust company in Oak Park, 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 AVENUE STATE BANK, in said Village,

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 satisfaction 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 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:

Unit 5-E as delineated on Plat of Survey of the following described Parcel of Real Estate (hereafter referred to as "Parcel"); Lots 4 and 5, the West 18.0 feet of Lot 8 and all of Lots 9, 10, 11 and 12 in Block 3 part of River Forest being a Subdivision of part of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, as surveyed for the Suburban Home Mutual Land Association, according to the Plat of said Subdivision recorded June 23, 1890 as document 1291334 in Book 43 of Plats, Page 20, in Cook County, Illinois, which Plat of Survey is attached as Exhibit 'A' to Declaration of Condominium made by River Forest State Bank and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated July 8, 1968 and known as Trust No. 1442, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 21171-4 together with an undivided 1.80 interest in said Parcel (excepting from said Parcel) the property and space comprising all the Units thereof as defined and set forth in said Declaration and Plat of Survey, in Cook County, Illinois.

which, with the property hereafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all 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 limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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.

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 hereinafter 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 in any event 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 ordinance which may apply 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: HERRICK MOORNE ILL
STREET: MC ELROY & PEBELDRINE
CITY: CHICAGO ILL 60602

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

22 109 777

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Nov 6 '72-913



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; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 advances 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 foreclosure affecting said premises or center any tax or assessment. All moneys paid 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 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 same rate as the principal indebtedness secured hereby and shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this instrument.

12. Without the prior written consent of the holder or holders of the note secured hereby, the First Party shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accept or waive payment of the principal or interest on the note secured hereby in whole or in part for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

13. The First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, or its order, benefit and on behalf of each and every 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.

THIS TRUST DEED is executed by Maywood-Proviso State Bank, 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 Maywood-Proviso State Bank, 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 or in any instrument executed by or for the said First Party or on said Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform the covenant either express or implied herein contained, shall constitute, in any way, a release or discharge of the liability of the said First Party or of the said Maywood-Proviso State Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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.

11. In addition to the payments called for herein on account of principal and interest the undersigned hereby covenants to be signed by its Vice-President and Assistant Secretary, to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally,
By *Francis L. Stafford* Vice President
Attest *Francis L. Stafford* ASSISTANT SECRETARY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Nancy K. Kelley
Vice President of the Maywood-Proviso State Bank, and
Francis L. Stafford
Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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.

Given under my hand and Notarial Seal this 31st day of October 1972
Jean M. Nelson
Notary Public

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. 1771
AVENUE STATE BANK
BY: *W. F. Berg* as Trustee
Vice-President

END OF RECORDED DOCUMENT