

REC-650-72-19-11-11-11-11

TRUST DEED COOK COUNTY ILLINOIS

FILED FOR RECORD
Nov 20 1972 10 50 AM

22 124 998

Richard H. Green
RECORDED DEEDS

*22124998

Form 941-2 Rev. 6-69

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 3, 1972, between American National Bank and Trust Company of Chicago, a National Banking Association, 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 14, 1972 and known as trust number 77159, herein referred to as "First Party," and Chicago Title & Trust Company 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 SIX THOUSAND AND 00/100 - (\$26,000.00) -----

made payable to ~~XXXXXX~~ BANK OF RAVENSWOOD 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 November 3, 1972 on the balance of principal remaining from time to time unpaid at the rate of Nine (9) percent per annum in instalments as follows:

TWENTY SIX THOUSAND AND 00/100 - (\$26,000.00) PLUS ACCRUED INTEREST -----
~~Payable on demand~~ PAYABLE ON DEMAND.

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 ~~XXXXXX~~ percent 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 BANK OF RAVENSWOOD 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 the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The West 60 Feet of that Part of Lot 20 lying South of the Center Line of Glenview Road in County Clerk's Division of Section 32, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, 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 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 (without restriction as to going), screens, window shades, storm doors and windows, door coverings, indoor fans, 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.

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 improvement 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 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 here by, 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 BANK OF RAVENSWOOD
STREET 1825 WEST LAWRENCE AVE.
CITY CHICAGO, ILLINOIS 60640
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 533

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3019 Old Glenview Road
Wilmette, Illinois

UNOFFICIAL COPY

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 insurances about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration of then existing policies to the holders of the note, and to make partial payments of interest on prior encumbrances in any form and manner deemed expedient, and may, but need not, make full or partial payments of interest on prior encumbrances in any form and manner deemed expedient, and may, but need not, make full or partial payments of interest on prior encumbrances in any form and manner deemed expedient, and may, but need not, make full or partial payments of interest on prior encumbrances in any form and manner deemed expedient...

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The mortgagee hereby waives any and all rights of redemption from a sale under any order or decree of foreclosure of this trust deed, on its own behalf 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 the American National Bank and Trust Company of Chicago, Inc. personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant therein expressed 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 American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall be 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, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 14th day of November, 1922.

American National Bank and Trust Company of Chicago
as Trustee, as aforesaid, not personally.
By *[Signature]* VICE PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK }



I, Laura Houder }
DO HEREBY CERTIFY, that M. G. SHELLY a Notary Public in and for said County, in the }
National Bank and Trust Company of Chicago, a national banking association, and J. }
Assistant Secretary of said national banking association, 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 }
the day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as }
free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and that the }
Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking associa- }
tion, placed the said corporate seal on said instrument as his own free and voluntary act and as }
free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of November, 1922.
My commission expires 1-9-23.
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 Instalment Note mentioned in the within Trust Deed has been identified herewith by the American National Bank and Trust Company.
By *[Signature]* Assistant Trust Officer
Secretary Trustee

END OF RECORDED DOCUMENT