

TRUST DEED

Shelby R. Allen

RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1972 NOV 30 PM 3 24

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16-20(FI)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 24, 1972, Amalgamated Trust & Savings  
on 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 May 1, 1970, and known as  
trust number 2167, herein referred to as "First Party," and Chicago Title and 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  
TWO HUNDRED FIFTY THOUSAND and no/100ths (\$250,000.00) ----- 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 date  
on the balance of principal remaining from time to time unpaid at the rate of  
6 percent per annum in instalments as follows:

TWO HUNDRED FIFTY THOUSAND and no/100ths (\$250,000.00)  
Dollars on the 24th day of May 19 73, and

Dollars on the \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
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 Manufacturers National Bank  
of Chicago 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

Lot 17 (except the East 1300 feet a. measured at right angles to  
the East line thereof) in Centex Industrial Park Unit 3 being a  
subdivision of Section 35, Township 41 North, Range 11, East of  
the Third Principal Meridian, in Cook County, Illinois.

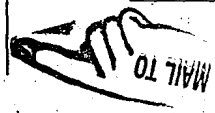
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which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and  
during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a first lien to the real estate and secondarily,  
and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, electric power, refrigeration or  
(whether single units or centrally-controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, floor  
coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate which is hereby conveyed to the Trustee or his  
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 terms, conditions and covenants 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 pay the same, the Trustee or his successors or assigns  
or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep in repair and maintain the same 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 all taxes, assessments, levies, charges, 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 payment of such taxes, levies or charges to the  
holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection hereon, in accordance with all  
requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations to the premises except as  
required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, levies, charges, service  
charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note full and complete receipts for all such  
in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (7) 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 reinstatement and covering the full amount of the  
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 to cause insurance about

D NAME Theo. G. Gaines.  
E STREET 221 N. La Salle St - 4478  
L CITY Chicago, Ill. 60601  
I  
V  
E  
R  
Y INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER

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



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 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest 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 each 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, inaction of Trustee or holders of the note shall never be considered as a waiver of any right accrued to them on account of any of the provisions of this paragraph.

AMALGAMATED TRUST & SAVINGS BANK

THIS TRUST DEED is executed by Exchange National Bank of Chicago, 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 Exchange National Bank of Chicago, 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 Exchange National Bank of Chicago personally or 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 it, and by every person now or hereafter claiming any right or security hereunder, and that as far as the First Party and its successors and said Exchange National Bank of Chicago 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 hereinafter described 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, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Trust Officer, and the first above written.

By *George W. Wynn* As Vice-President-Trust Officer

Attest *Francis G. Gancarczyk* ASSISTANT CASHIER-TRUST OFFICER

I, *Francis Gancarczyk* a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Amalgamated Trust & Savings Vice-President-Trust Officer of Exchange National Bank of Chicago, and

Cashier-Trust Officer 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-Trust Officer, and Assistant Cashier-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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier-Trust Officer then and there acknowledged that said Assistant Cashier-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier-Trust Officer'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 30th day of November, 1972

*Francis Gancarczyk* Notary Public

My Commission Expires Oct. 9, 1973

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. *513-112*

By *Josephine Aguzzo* CHICAGO TITLE AND TRUST COMPANY Assistant Trust Officer Secretary

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NOTARY PUBLIC

END OF RECORDED DOCUMENT