

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

James K. Chew
RECORDER OF DEEDS

TRUST DEED

FEB 20 1973 2 4 PM

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FEB 20 61-97-594 D / 30-5

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE was made this February 14, 1973, between Midwest Bank and Trust Company, of Elmwood Park, Illinois, a State 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 October 26, 1971, and known as Trust Number 71-10-685, herein referred to as "First Party," and Avenue State Bank of Oak Park, Illinois, a state banking corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith with in the Principal Sum of \$18,000.00

Eighteen Thousand and no/100 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 the date hereof on the balance of principal remaining from time to time unpaid at the rate of 7% per cent per annum in instalments as follows: \$209.00

Dollars more on the 1st day of April 1973 and Two Hundred Nine and no/100 Dollars or more on the 1st 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 1st day of March 1983. 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 installment unless paid when due shall bear interest at the highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company, 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 400 West Touhy #535, Des Plaines, Illinois 60018.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and the 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:

East half of Lot 26 in Block 4 in Dickey and Baker's Addition to Austin a Subdivision of the West 23.52 acres of the Southwest quarter of the Southeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

500

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 thereon 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 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-door 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 a constituent 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 herein set forth.

NAME
D E L
S T R E E T
C I T Y
R
Y I N S T R U C T I O N S

FORM 8810 BANKFORM, INC., FRANKLIN PARK, ILL.

Box 279
Waukegan

2225 433

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...

then highest rate permitted by law

then highest rate permitted by law

THIS IS A PART PURCHASE MONEY FIRST MORTGAGE TRUST DEED.

Midwest Bank and Trust Company

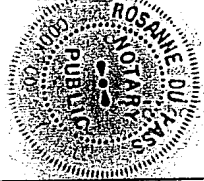
THIS TRUST DEED is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein in said note contained shall be construed as creating any liability on the said First Party...

Midwest Bank and Trust Company

IN WITNESS WHEREOF, Midwest Bank and Trust Company, as aforesaid, has caused this presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Cashier, this day and year first above written.

By: [Signature] Vice President of the Midwest Bank and Trust Company, and
Attest: [Signature] Cashier

STATE OF ILLINOIS
COOK



A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the original as the same appears to me.

Cashier 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 Cashier, 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 Cashier, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Cashier'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 17th day of February, 1977. Rose Marie O'Leary, 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. 1781. Avenue State Bank, Trustee

By: [Signature] BAW 279

By: [Signature] VICE PRESIDENT

22 225 433