

UNOFFICIAL COPY



TRUST DEED

RECORDED BY DEPT. OF RECORDS
COOK COUNTY ILLINOIS
1973 MAR 14 PM 2 08
22 250 943
MAR-14-73 592840 • 22250943 A Rec 5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 12, 1973, between Chicago Title 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 January 28, 1970 and known as trust number 54769, herein referred to as "First Party," and Richard I. Gilford, herein referred to as Trustee, witnesseth: THAT, WHEREAS, Arthur George Sertzel, Sr., d/b/a Merit Supply Co., has concurrently herewith executed and delivered to Samuel A. Gilford & Co. (LTD.), a limited partnership, his Collateral Installment Note bearing even date herewith in the principal sum of Thirteen Thousand Five Hundred Thirty-Eight and no/100 (\$13,538.00) Dollars, made payable to Samuel A. Gilford & Co. (LTD.), a limited partnership as follows: One Thousand One Hundred Twenty-Nine and no/100 (\$1129.00) Dollars on the 12th day of April, 1973, One Thousand One Hundred Twenty-Nine and no/100 (\$1129.00) Dollars on the same day of each and every month thereafter, for ten (10) months, and a final installment of One Thousand One Hundred Nineteen and no/100 (\$1119.00) Dollars on the 12th day of March, 1974, with interest as therein described, payable at the office of the payee, 188 W. Randolph Street, Chicago, Illinois, or at such other place as the legal holder hereof may from time to time appoint.

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NOW, WHEREFORE, 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, his successors and assigns, the following described Real Estate situate, lying and being in the Village of Arlington Heights COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots fifty-three (53) and fifty four (54) in the Harry J. Eckhardt's Pinegate Highlands, being a Subdivision of the South 1438 feet of the East Half (E½) of the Northwest Quarter (NW¼) of Section seventeen (17), Township forty-two (42) North, Range eleven (11), East of the Third Principal Meridian, according to the Plat which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 27, 1946, as Document No. 13804643.

5.00

which, with the property hereinafter described, as 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 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, inador 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 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) pay when due any and all taxes 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations to said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 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

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2325 N. Pine
Arlington Heights, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 126

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Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

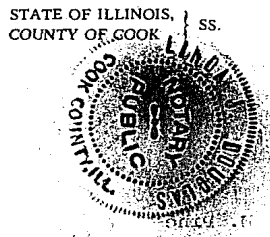
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12. If any installment of the note secured by this Trust Deed is not paid when due or declared due, such installment shall bear interest at the rate of one and one-half percent per month until paid.

THIS TRUST DEED is executed by the Chicago Title 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 Title 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 Title 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 the Chicago Title 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, or by action to enforce any other security otherwise provided including the note secured hereby.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice President and Assistant Secretary, the day and date first above written, and attested by the Assistant Secretary, the day and date first above written, as follows:

CHICAGO TITLE AND TRUST COMPANY, not personally,
By *[Signature]* PRESIDENT
Attest: *[Signature]* ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company 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 Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal **MAR 13 1973** Date

[Signature] 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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

BY _____ TRUSTEE

END OF RECORDED DOCUMENT