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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 12 19 73, between Oak Park Trust and Savings Bank, not personally but solely as Trustee under Trust Agreement dated November 24, 1972 and known as Trust No. 6716, herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Million Thirty-six Thousand Four Hundred Seventeen and 82/100 Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable TO THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in instalments as follows:

Five Hundred Eighteen Thousand Two Hundred Eight and 91/100 Dollars on the first day of October 19 73 with interest from closing on the principal balance from time to time unpaid at the rate of four per cent per annum, each of said instalments of principal bearing interest after maturity at the rate of ten 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 Schilf Bardin & Waite in said City,

NOW, THEREFORE the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

(See rider attached hereto and made a part hereof by this reference for legal description of said real estate)

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which, with the property hereinafter described, is referred to herein as "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 Mortgagor 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 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 the mortgagor 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to the bylaws of said mortgagor, each thereunto duly authorized

This mortgage is executed by OAK PARK TRUST AND SAVINGS BANK, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated November 24, 1972 and known as Trust No. 6716 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said Bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

This sheet is attached to and forms a part of a certain mortgage dated February 12, 1973 from the undersigned, Oak Park Trust and Savings Bank, not personally but as Trustee as aforesaid, Mortgagor, to Chicago Title and Trust Company, Mortgagee, covering real estate in Cook County, Illinois.

OAK PARK TRUST AND SAVINGS BANK not personally but as Trustee as aforesaid.

By Anthony R. Gray Vice President
Anthony R. Gray

ATTEST

Secretary
David Sabine

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Said resolutions further provide that the note herein described may be executed on behalf of said corporation by

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Marilyn J. Killham, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Anthony R. Gray Vice President of the OAK PARK TRUST & SAVINGS BANK, and J. David Sabine ~~Assistant~~ Secretary of said Bank, 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, for the uses and purposes therein set forth; and the said ~~Assistant~~ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal this 12th day of March, 1973.



Marilyn J. Killham
Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

- Mortgagor shall (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 upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (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 ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 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 accruing to them on account of any default hereunder on the part of Mortgagor.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to an all statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Towns certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill of foreclosure this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for closing of this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- The mortgagor hereby waives any and all rights of redemption from 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 the premises subsequent to the date of this trust deed.

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IMPORTANT
NOTE SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY Chicago Title and Trust Company
BEFORE THE TRUST DEED IS FILED FOR RECORD.

2680687
ELIZABETH WAGNER
BOX 759

CHICAGO TITLE AND TRUST COMPANY	INSURANCE CO.
69 WEST WASHINGTON ST. CHICAGO, ILLINOIS 60602	
Identification No. 530625	
BY <i>Elizabeth Wagner</i>	
Asst. Trust Officer / Asst. Secy / Asst. Vice Pres.	
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	

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Elroy R. Clark

REGISTRAR OF
COOK COUNTY

MAR-19-73 594923 • 22255497 • A — Rec 10.00

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EXHIBIT A

PARCEL ONE

That part of the South Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), lying East of the Center line of Barrington Road and West of a line running North from a point in the South line of said Section Twelve (12), Five Hundred and Twenty eight (528.0) feet West of the South East Corner of said Southwest Quarter (1/4) to a point in the North line of the South Half (1/2) of said Southwest Quarter (1/4) of said Section Twelve (12), Five Hundred and Twenty Six and One Half (526.5) feet West of the North and South Quarter (1/4) line of said Section Twelve (12); All in Township Forty Two (42), North, Range Nine (9), East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL TWO

That part of the Northwest 1/4 of Section 13, Township 42 North, Range 9 East of the 3rd Principal Meridian, in Cook County, Illinois, lying East of the center line of Barrington Road, as shown by the plat of dedication recorded as document 11,172,683, excepting therefrom that part thereof described as follows: Beginning at a point on the South line of said Northwest 1/4, 1223.0 feet West of the Southeast corner of said Northwest 1/4; thence North on a line 1223.0 feet West of and parallel with the East line of said Northwest 1/4, a distance of 435.82 feet; thence West, 400.00 feet; thence South, 435.82 feet to the South line of said Northwest 1/4; thence East along said South line of the Northwest 1/4, 400.00 feet to the point of beginning.

PARCEL THREE

THAT PART OF
0079 The West 120 acres, as fenced and occupied, of the Northeast 1/4 of Section 13, Township 42 North, Range 9 East of the 3rd Principal Meridian, in Cook County, Illinois, the East line of said West 120 acres, as fenced and occupied, being a line described as beginning at a point on the South line of said Northeast 1/4, 33.0 feet West of the Southeast corner of the West 1/2 of the East 1/2 of said Northeast 1/4 and running North along the old fence line to the Northeast corner of the West 1/2 of the East 1/2 of said Northeast 1/4, and excepting therefrom that part thereof described as follows: Commencing at a point on the South line of the Northeast 1/4 of said Section 13, 33.0 feet West of the Southeast corner of the West 1/2 of the East 1/2 of said Northeast 1/4, said point being the Southeast corner of said West 120 acres as fenced and occupied; thence West along the South line of said Northeast

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PARCEL THREE (continued)

1/4, 722.46 feet; thence North along a line parallel to the East line of the West 1/2 of the East 1/2 of said Northeast 1/4, 1194.25 feet; thence East on a line parallel to the South line of the Northeast 1/4 of said Section 13, 737.41 feet to a point on the East line of the West 120 acres as fenced and occupied, as aforesaid, said point being 18.05 feet West of the East line of the West 1/2 of the East 1/2 of said Northeast 1/4; thence Southerly along the East line of said West 120 acres as fenced and occupied, 1194.81 feet to the place of beginning.

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END OF RECORDED DOCUMENT