

UNOFFICIAL COPY

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Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Stella Dudek Trust Agreement and Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Mitchell Dudek Trust Agreement (FORM NO. 1A)

This Indenture, Made March 16, 1973, between ~~Chicago Title and Trust Company~~ and ~~Chicago Title and Trust Company~~ Trustee to said ~~Trust~~ in pursuance of ~~Trust~~ Trust Agreement dated April 29, 1972

herein referred to as "First Party," and Chicago Title and Trust Company,

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28-7

62-05-947 2472

LATER DATE

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 Fifty Thousand (\$50,000.00) ----- 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 on the balance of principal remaining from time to time unpaid at the rate of ----- per cent per annum in -----120 monthly----- instalments

as follows: Six Hundred Six and 65/100 (\$606.65)----- DOLLARS

on the 10th day of May, 1973 and Six Hundred Six and 65/100 ----- DOLLARS

on the 10th 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 10th day of April,

19 83. 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 ----- 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 ----- 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 City of Evanston, COUNTY OF

Cook, AND STATE OF ILLINOIS, to wit:

Lots 30 and 31 in Block 3 in C. W. James Addition to Evanston, being a Subdivision of that part of the North half of the North East quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, lying West of right of way of Chicago and Northwestern Railroad, (except the North 77.7 feet thereof) in Cook County, Illinois.

This Trust Deed is being recorded to replace a certain Trust Deed dated March 16, 1973, recorded on March 28, 1973 as document 22266529 and identified by Chicago Title and Trust Company as 56638. The purpose of this Trust Deed is to more fully identify the capacity of the Mortgagor as Trustee.



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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, 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: (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 or liens 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 on said premises; (5) comply with all requirements of law or municipal ordinances with respect 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) keep all buildings and improvements, now or hereafter situated on 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 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 in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then 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 for 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 of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby agreed making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, guarantee policies, Torrens 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, in 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.

5. 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, 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 foreclosing 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.

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7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 any acts or 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.

9. 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 genuine note herein described any note which bears a certificate of identification purporting to be executed 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 First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 First Party.

10. 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 of Deeds 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.

11. Mortgagees shall deposit, as directed by the holder of the note, funds to amortize taxes, assessments and insurance premiums, and shall deposit, as directed by the holder of the note, insurance policies, tax and assessment bills and receipts.

12. Prepayment privilege as stated in corresponding note.

13. Extended coverage and such other insurance as the holder of the note may request from time to time.

Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Stella Dudek Trust Agreement and Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Mitchell Dudek Trust Agreement.

THIS TRUST DEED is executed by Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Stella Dudek Trust Agreement and Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Mitchell Dudek Trust Agreement.

IN WITNESS WHEREOF, Mitchell Dudek, Jr. executed this document as Trustee as aforesaid, this day and year first above written.

X Mitchell Dudek Jr.
Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Stella Dudek Trust Agreement and Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Mitchell Dudek Trust Agreement.

HARRIS TRUST AND SAVINGS BANK
BY _____
VICE PRESIDENT
BY _____
SECRET

22 298 463

STATE OF ILLINOIS }
COUNTY OF COOK }

I, Yukio Hashiguchi

a Notary Public, in and for said County, in the State aforesaid, Do HEREBY CERTIFY, that Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Stella Dudek Trust Agreement and Mitchell Dudek, Jr., as Trustee under Trust Agreement dated April 29, 1972 known as Mitchell Dudek Trust Agreement

is ~~Stella Dudek~~ who ~~is~~ personally known to me to be the same person whose name ~~is~~ subscribed to the foregoing instrument ~~and who~~ appeared before me this day in person and acknowledged that ~~he~~ signed and delivered the said instrument as ~~his~~ free and voluntary act ~~and~~ as Trustee as aforesaid, for the uses and purposes therein set forth ~~and~~

GIVEN under my hand and notarial seal, this 27th

day of MARCH A. D. 19 73

Yukio Hashiguchi
Notary Public

MY COMMISSION EXPIRES 6/16/76

Shirley R. Chew
RECORDER OF DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22298463

APR 24 '73 10 00 AM

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee

Mail to:
Brown & Brown
4556 Broadway
Chicago, Ill. 60640

Box 533

TRUST DEED

MITCHELL DUDEK, JR.
as Trustee
TO

CHICAGO TITLE AND TRUST COMPANY

Trustee

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END OF RECORDED DOCUMENT