

TRUST DEED

22 303 949

APR 27 6 2-16-1973 2:39 PM

FORM 742B REV. 3-66

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made APRIL 6, 1973, between Michigan Avenue National Bank of Chicago, a National Banking Association, 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 September 28, 1971 and known as trust number 1994 AETNA STATE BANK

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 SIXTY FIVE THOUSAND and No/100ths (\$65,000.00) -----

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 8 1/4 per cent per annum in instalments as follows: -----

SIX HUNDRED THIRTY and 60/100ths (\$630.60) ----- Dollars on the 1st day of JUNE 1973 and ----- SIX HUNDRED THIRTY and 60/100ths (\$630.60) -----

Dollars 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 MAY 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 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 COOK 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 ----- 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 wit:

The East half of Lot 8 in Block 2 in LeMoynes Subdivision of the South 16 acres of the East half of the North West quarter of Section 28, Township 40 North, Range 14, 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 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 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, door coverings, linoleum, 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 used 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 improvement 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 mechanics 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 notes; (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) 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 in the manner provided by statute; any tax or assessment which First Party may desire to contest; (8) pay in full the cost of any insurance against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (9) pay in full against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (10) pay in full the cost of any insurance against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (11) keep all buildings and improvements on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies 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

NAME DEL STREET CITY INSTRUCTIONS OR BOX 533 RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 22 303 949

SS 303 010

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 addi...

2. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments may do so accord...

3. At the option of the holders of the note and without notice to the contrary, become due and payable (a) immediately in the case of default...

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the...

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...

6. Trustee or holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for...

7. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this deed...

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness...

9. Trustee may accept as a tender of the note any instrument which purports to be executed by a prior trustee hereunder or which...

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are...

COOK COUNTY, ILLINOIS FILED FOR RECORD APR 27 '73 10 58 AM

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THIS TRUST DEED is executed by the Michigan Avenue National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of...

IN WITNESS WHEREOF Michigan Avenue National Bank of Chicago not personally but as Trustee as aforesaid and one of its duly...

STATE OF ILLINOIS COUNTY OF COOK By [Signature] Attest [Signature]

1, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named...

Notarial Seal this 18th day of April 1973 My Commission Expires July 27, 1973

FOR THE PURPOSES OF 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. 55-222