



TRUST DEED

# 14507

1973 MAY 11 PM 3 40  
MAY-11-73 625427 • 22322344 • A

RECORDED BY DEEDS  
COOK COUNTY ILLINOIS

22 322 344

Rec 5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 9, 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 April 9, 1973 and known as trust number 61951, herein referred to as "First Party," and ALAN R. EDELSON,

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the sum of TWENTY SEVEN THOUSAND SIXTY AND NO/100 (\$27,060.00) Dollars, made payable to THE ORDER OF M.L.C. CORPORATION, INC., a Delaware Corporation 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 sum in SIXTY (60) instalments as follows: FOUR HUNDRED FIFTY ONE AND NO/100 (\$451.00) DOLLARS (\$451.00)

on the 20th day of APRIL 1973, and FOUR HUNDRED FIFTY ONE AND NO/100 DOLLARS on the 20th day of each month thereafter, to and including the 20th day of FEBRUARY 1978, with a final payment of the balance due on the 20th

day of MARCH 1978 if any installment due hereon is delinquent for more than ten (10) days, the holder may charge and collect delinquency charges of 10% of the delinquent installment, 2% of the delinquent installment for each month the installment is delinquent or the sum of Ten Dollars (\$10.00), whichever is larger

and all of said sum being made payable at M.L.C. CORPORATION, INC., at 2737 West Peterson Avenue, 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 M.L.C. CORPORATION, INC. 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 said First Party, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL #1: Lot 36 (except the West 5 Feet) and all of Lot 37 and the West 15 feet of Lot 38 in Block 7 in Gross' Milwaukee Avenue addition to Chicago, a Subdivision in the West 1/2 of the North West 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL #2: Lot 38 (except the West 15 Feet thereof) and all of Lots 39 and 40 in Block 7 in Gross' Milwaukee Avenue addition to Chicago, a Subdivision in the West 1/2 of the North West 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

5.00

COMMONLY KNOWN AS: 4720-30 West Addison, Chicago, Illinois

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 in a party 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, inside beds, swings, 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 use and trust here- in set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: (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, furnish 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 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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

MAIL TO:

M. L. C. CORPORATION, INC.  
2737 W. PETERSON AVENUE  
CHICAGO, ILLINOIS 60659

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

508

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22322344

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, in case of default hereon then Trustee or holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pay or contest any tax or assessment. All moneys paid for any tax lien or other prior lien or title or claim thereof, or relief from any tax sale or forfeiture affecting said premises shall be paid by Trustee 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 much additional indebtedness secured hereby and shall have priority over all other claims and shall be paid 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 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 and similar) and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit, and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit, and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit.

3. At the option of the holders of the note and without notice to First Party, the 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 on 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 and similar) and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit, and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit.

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; second, on account of all other items which may be due or owing to the holders of the note or Trustee hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all other items and interest remaining unpaid on the note; fourth, any surplus 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 for such receiver may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application of the premises or whether the same shall be then occupied as a homestead or not, and Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect 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 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, issues and profits, and all other powers 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, or (2) such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. That purpose.

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 shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or the negligence or the acts 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 hereof 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 represent Trustee may accept as true without inquiry, where a release is requested of a successor trustee, such successor trustee may accept as conforms in substance with the description herein contained of the note and which purports to be executed by a prior trustee hereunder or which release is requested of the original trustee and it has never received a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which purports to be executed on behalf of First Party, its successors or assigns, where the same may accept as the genuine note herein described any note 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 or 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 receive compensation for all acts performed hereunder.

Jack Jacobson is hereby appointed to be first successor trustee. If the first successor trustee resigns or is unable or refuses to act,

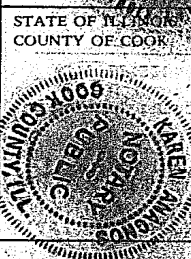
THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it by this trust deed and said Chicago Title and Trust Company hereby certifies that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the part of the Chicago Title and Trust Company personally upon the said note or any interest therein, if any, being secured by this trust deed, and by every person now or hereafter claiming any right or security hereon, and that so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holder of said note and the owner or holder hereby created, in the manner herein and in said note provided, or by action to enforce the payment thereof, or the enforcement of the lien hereby created, shall look solely to the premises hereby conveyed for the payment thereof, and not to the First Party, its successors or assigns.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid and I do personally,

By: *George J. Spivey* ASSISTANT VICE PRESIDENT

Attest: *W. J. White* ASSISTANT SECRETARY



STATE OF ILLINOIS  
COUNTY OF COOK

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 aforesaid, DO HEREBY CERTIFY 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 APR 18 1973 Date

*Karen Magnus* 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

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