

MAY 17 6 24 224 K

TRUST DEED

22 329 598

Form No. 39TD

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made MAY EIGHETH 1973, between Northwest 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 Bank in pursuance of a Trust Agreement dated 7/14/72 and known as trust number 1535, herein referred to as "First Party," and AUGUST G. MERKEL,

herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of T/O MILLION AND NO/100 (\$2,000,000.00) Dollars,

made payable to TRUSTEE and delivered, in and by which said Principal 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 on or before MAY 8, 1976 with interest thereon from date until maturity at the rate of EIGHT per centum per annum, payable on the EIGHTH day of MAY, 1976

all of said principal and interest being due after maturity at the rate of EIGHT 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 NORTHWEST NATIONAL BANK OF CHICAGO, 3985 Milwaukee Ave., said City, NOW THEREFORE First Party secures the payment of the said principal sum and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in satisfaction of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, quit 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:

Lots 1 to 7 inclusive in Block 8 together with vacated alley between said Lots 1, 5 and 6 and Lots 2, 3, 4 and 7 in said Block 8 in Mont Clare, being a Subdivision of the North 1/2 of the North West 1/4 of Section 31, and part of the South West 1/4 of the South West 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

500

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 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 placed primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon 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, ladder beds, awnings, aforesaid and water fixtures, 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 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 the First Party, its successors or assigns to 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 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 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) 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 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 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 a part of the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of EIGHT 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.

D 142041 K
E STREET
L NORTHWEST NATL BANK
13985 MILWAUKEE AVE
V CHICAGO ILL 60641

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

22 329 598

INSTRUCTIONS OR
NWNB RECORDERS OFFICE BOX NUMBER 246
Real Estate

2. 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 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, foreclosure, lien or claim thereon.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Charles F. Olson
RECORDED FOR DEEDS

MAY 17 '73 3 01 PM

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THIS TRUST DEED is executed by the Northwest National Bank of Chicago, 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 Northwest National Bank of Chicago 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 principal note or interest coupons contained shall be construed as creating any liability on the said First Party or on said Northwest National Bank of Chicago hereunder for the payment of the principal note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, and the obligation to pay the principal note or interest coupons thereon, shall be the sole responsibility of the First Party, and where the release is requested to be executed by or for the Trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party, it shall be deemed to be the act of said First Party, and where the release is requested to be executed on behalf of First Party, it shall be deemed to be the act of said First Party.



NORTHWEST NATIONAL BANK OF CHICAGO as Trustee as aforesaid, and not personally,
By *James M. Tansor* Vice President
Attest *Joyce M. Tansor* Assistant Secretary
STATE OF ILLINOIS)
COUNTY OF COOK) ss. Florence J. Haug
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
Richmond M. Corbett



Joyce M. Tansor, Vice President of the NORTHWEST NATIONAL BANK OF CHICAGO, and
Assistant Secretary
Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged to me that they executed the foregoing instrument as their own free and voluntary act and in the presence of me, the Notary Public, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument, and that his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
Given under my hand and notarial seal, this 17th day of May, A. D. 1973
My Commission Expires Florence J. Haug A. D. 1975
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 Installment Note mentioned in the within Trust Deed has been identified herewith with ~~XXXXXXXXXX~~
August G. Meckel Trustee
August G. Meckel Assistant Secretary

END OF RECORDED DOCUMENT