

UNOFFICIAL COPY

STATE CLERK

187-4

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Thomas R. Olson
RECORDER OF DEEDS

TRUST DEED 1973 9 56 AM

22331662

22 331 662

THE ABOVE SPACE FOR RECORDERS USE ONLY

62 172 510

THIS INDENTURE, Made April 20 19 73, between First National Bank of Cicero, 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 July 10, 1964 and known as Trust Agreement No. 1246, herein referred to as "First Party," and

ANENUE STATE BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed note... bearing even date herewith in the Principal Sum of

One hundred fifty thousand and no/100 (\$150,000.00) - - - - - Dollars, made payable to TRUSTEE, Maker

and delivered, in and to which said Note the TRUSTEE promises to pay on the date of maturity of the Note the principal sum as follows:

One thousand nine hundred forty-one and no/100 Dollars (\$1,941.00) or more of principal and interest at the rate of 9 1/2% per annum on the principal balance from time to time unpaid on or before the first day of June, 1973 and one thousand nine hundred forty-one and no/100 Dollars (\$1,941.00) or more on or before the first day of each and every month thereafter until the entire principal balance and all accrued interest is paid with a final installment of principal and interest due on May 1, 1983,

principal bearing interest after maturity at the rate of ten percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cicero Illinois, as the holders of the note may, from time to time, by writing appoint, and in absence of such appointment, then at the office of First National Bank of Cicero, in said City,

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holders of any one or more of the notes secured hereby.

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 legal estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS:

See Exhibit "A" attached hereto and made a part hereof,

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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 the same 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 or lighting, water, light power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) doors, 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 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 under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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

D	NAME
E	STREET
L	CITY
I	STATE
V	OR
E	INSTRUCTIONS
R	RECORDER'S OFFICE BOX NUMBER 279
Y	REF

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

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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 hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments 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 incurred 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 hereon, 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.

10. Trustee may resign by instrument in writing filed in the office of the 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 said Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same 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 is executed by the First National Bank of Cicero, 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 First National Bank of Cicero hereby warrants and processes full actual and ultimate title to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said First National Bank of Cicero personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform the covenants either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said First National Bank of Cicero personally are concerned, the legal holder or holders of said note as lender or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the entire and sole of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and the corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

FIRST NATIONAL BANK OF CICERO As Trustee as aforesaid and not personally
By: *Anthony D. Houlihan* VICE-PRESIDENT
Attest: *Paul J. ...* ASSISTANT SECRETARY

I, *...* a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY, that
Vice-President of the FIRST NATIONAL BANK OF CICERO, and

Assistant Secretary of said Bank, who are 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, as Trustee as aforesaid, 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 Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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 *20TH* day of *April* 19*33*
... 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 Note... mentioned in the within Trust Deed has been identified herewith under identification No. _____

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EXHIBIT "A"

PARCEL 1:

Lots 1 through 4 in Block 5 in Sargent's Addition to Clyde, being a subdivision of all that part of the Northeast quarter of the Northwest quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian which lies North of the center line of Ogden Avenue in Cook County, Illinois; and

PARCEL 2:

Lots 42, 43 and 44 in Block 5 in Sargent's Addition to Clyde, being a subdivision of all that part of the Northeast quarter of the Northwest quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian which lies North of the center line of Ogden Avenue in Cook County, Illinois; and

PARCEL 3:

A tract of land described as follows: Beginning at a point which is the junction of the North line of 32nd Street and the East line of 61st Court; thence West along the North line of 32nd Street to the West line of 61st Court; thence North along the West line of 61st Court to the South line of Park Avenue; thence Northwest along the South line of Park Avenue to the Easterly line of Lombard Avenue; thence North along the easterly line of Lombard Avenue to the South line of the right-of-way of the Illinois Central Railroad Company; thence Southeasterly along the South line of the right-of-way of the Illinois Central Railroad Company to the East line of 61st Court; thence South along the East line of 61st Court to the place of beginning, all in Section 32, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

All that part of Lots 27 to 34, inclusive, in Block 4 in Sargent's Addition to Clyde in the Northeast quarter of the Northwest quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian lying Southerly of a line drawn parallel to and 50 feet Southerly of the Southerly line of the Illinois Central Railroad measured at right angles thereto, in Cook County, Illinois.

And that part of the North and South 16 foot public alley lying North of the North line of West 32nd Street and Southerly of the Southerly line of vacated Park Avenue, all in Block 4 in Sargent's Addition to Clyde, being a subdivision in the Northeast quarter of the Northwest quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian vacated by ordinance dated October 23, 1963 and recorded as document 18958106 in Cook County, Illinois.

18958106
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END OF RECORDED DOCUMENT