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TRUST DEED

FORM 7-7

23 403 208

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 11 1976, between PARKWAY BANK AND TRUST COMPANY, an Illinois Banking Corporation, 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 June 10, 1975 and known as Trust number 2940, herein referred to as "First Party," and Chicago Title & Trust Company 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 Four Hundred Fifty Thousand Dollars and No/100—($450,000.00)——— Dollars, made payable to [illegible] Bank of Ravenswood 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 February 11, 1976 on the balance of principal remaining from time to time unpaid at the rate of ten & one-half per cent per annum [illegible] as follows: Four Hundred Fifty Thousand Dollars and No/100—($450,000.00) Plus accrued interest Payable on Demand

[illegible]

[illegible]

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 [illegible] per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in eleven & one-half 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 Ravenswood in said City,

NOW, THEREFORE, First Party to secure the payment of the said [illegible] 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: City of Norridge

That part of the Northwest quarter of the Northeast quarter of Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the Northeast quarter of said Section, running thence South along the West line of the Northwest quarter of the Northeast quarter of said Section (being the center line of Cumberland Road) a distance of 798.6 feet to the place of beginning; thence East parallel with the North line of said Section, a distance of 463.2 feet to a point running thence North parallel with the West line of the Northwest quarter of the Northeast quarter of said Section, a distance of 300 feet to a point; thence West parallel to the North line of said Section, a distance of 463.2 feet to the center of road (being the West line of the Northwest quarter of the Northeast quarter of said Section) thence South along the West line of the Northwest quarter of said Section, a distance of 300 feet to the place of beginning, in the Town of Norwood Park, in Cook County, Illinois.

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[illegible]

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 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, drainage 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 wind storm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or restoring 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

23 403 208

DELIVERY

NAME Bank of Ravenswood

STREET 1825 W. Lawrence Avenue

CITY Chicago, Illinois 60640

INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER

FOR RECORDING INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

4701 N. Cumberland Ave.

Norridge, Illinois

BOX 533

THIS INSTRUMENT WAS PREPARED BY BANK OF RAVENSWOOD 1825 West Lawrence Avenue Chicago, Illinois 60640

Property of Cook County Clerk's Office

UNOFFICIAL COPY

[illegible]

COOK COUNTY
FILED FOR

MAR 1 3 09 PM '75

Sidney R. Olsen
[illegible]

*23403208

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, 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 PARKWAY BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it 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 PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, 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 PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement 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 [illegible] PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be [illegible] Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier [illegible]

V.P. PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

[illegible] VICE PRESIDENT TRUST OFFICER

[illegible] ASSISTANT ~~CASHIER~~ V.P.

STATE OF ILLINOIS
COUNTY OF COOK

the undersigned, [illegible] Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that [illegible] H.Schreiber Vice President Trust Officer of the PARKWAY BANK AND TRUST COMPANY, and Armella A. Rataj V.P. Assistant ~~Cashier~~ 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-Trust Officer, and Assistant Cashier 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 Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier's own 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 23rd day of Feb. 1976

Ruth A. Mishori
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. [illegible]

[illegible] TRUST COMPANY, TRUSTEE

Trustee

BY [illegible]
ASSISTANT SECRETARY

END OF RECORDED DOCUMENT

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