

# UNOFFICIAL COPY

TRUST DEED

COOK COUNTY RECORDS  
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23 449 802

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 11, 1976 19 76, between The Mid-City 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 March 9, 1976 and known as Trust Number 1189, herein referred to as "First Party," and K. A. Skopek, As Trustee and R. J. Yenerich, As Successor Trustee 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 Six Hundred Fifty Thousand & 00/100's ----- Dollars,

made payable to **THE ORDER OF 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 March 11, 1976 on the balance of principal remaining from time to time unpaid at the rate of

One & One per cent per annum in instalment (including principal and interest) as follows:  
Half % over prime rate (variable)

Three Thousand Six Hundred Eleven & 11/100's plus interest -----  
Dollars on the 8th day of November 1976 and Three Thousand Six Hundred Eleven & 11/100's plus interest -----

Dollars on the 8th 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 8th day of October 1991

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 13 percent per annum, and all of said principal and interest being made payable at such banking house or trust company

in 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 The Mid-City National Bank of Chicago 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 City of Chicago COUNTY OF Cook STATE OF ILLINOIS, to wit:

See Rider Attached

This Instrument was Prepared by:

12<sup>00</sup>

*Mary Pat Kerrea*  
The Mid-City National Bank of Chicago  
1 West Madison Street  
Chicago, Illinois 60607

which, with the property hereinafter described, as referred to herein as the "premises," TOGETHER with all improvements, easements, covenants, fixtures, and appurtenances thereto belonging, and all tents, 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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon 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, 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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

MAIL TO:  
 THE MID-CITY NATIONAL BANK  
 BOX 752  
 PLACE IN RECORDER'S OFFICE BOX NUMBER

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

23 449 802

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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 mortgage premises and the lien hereof, 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.

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, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its 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 in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph 1 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 paper evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings to foreclose the lien hereof, to which either of them shall be a party, either by claim or by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, (c) actual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus plus 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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and without regard to whether or not such receiver may be appointed as such receiver. Such receiver shall have power to collect the 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 statutory period of redemption, whether there be redemption or not, as well as during any former times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole 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 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, provided such application is made prior to foreclosure sale. (b) The deficiency in case of a sale and deficiency.

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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents 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 thereof 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, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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 of 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 hereon given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

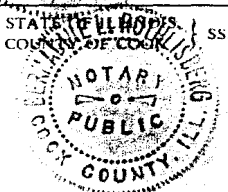
12. If the Mortgagor conveys, assigns or transfers his or her interest in said described Real Estate, then at the option of the Mortgagee, the entire unpaid balance shall become due and payable immediately without notice.

13. The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.

THIS TRUST DEED is executed by The Mid-City National Bank of Chicago, a National Banking Association, 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 Mid-City National Bank of Chicago, a National Banking Association, 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 note contained shall be construed as creating any liability on the said First Party or on said Mid-City National Bank of Chicago, a National Banking Association, 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 the Mid-City National Bank of Chicago, a National Banking Association, 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 WHEREOF, The Mid-City National Bank of Chicago, a National Banking Association, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be herunto affixed and attested by its Assistant Trust Officer and its Secretary as follows:

THE MID-CITY NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally.  
John W. Linniger, Senior VICE-PRESIDENT AND TRUST OFFICER  
Trust Officer  
Attest Kevin J. Huck ASSISTANT TRUST OFFICER  
XXXXXXXXXXXX



This instrument was drafted by  
M. P. Kerrigan  
801 W. Madison St, Chgo, Ill.

Given under my hand and Notarial Seal Date 4/8/76  
Bernadine K. Rothberg  
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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_  
BY K. A. Skopec, As TRUSTEE

23 449 832

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## PARCEL # 1

Block 7 (except the North 20 feet thereof) in Superior Court Commissioner's Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian;

## PARCEL # 2

That part of the West half of Lowe Avenue now vacated East of and adjoining the East line of said Block 7 lying between South line of the North 20 feet of said Block 7 extended East and North of the South line of said Block 7 extended East (except that part of the East 14 feet thereof lying South of a line being 22 feet South of the North West corner of said 14 foot strip and running thence Northeasterly to a point in the East line thereof which is 11 feet 4 1/2 inches South of the North line thereof);

## PARCEL # 3

That part of Lowe Avenue now vacated lying West of and adjoining the West line of Block 8 in said Superior Court Commissioner's Subdivision, described as follows:

Beginning on the center line of vacated Lowe Avenue at a point 20 feet South of the North line of Block 8 produced West, thence South on said center line 11 feet 4 1/2 inches, thence North East 18 feet 10 inches to a point on a line 20 feet South of the North line of Block 8 produced West, thence West 15 feet to the place of beginning, all in Cook County, Illinois.

## PARCEL # 4

That part of Block 8 (except the North 20 feet thereof) in Superior Court Commissioner's Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian which lies West and North of the following described line:

Beginning at the point of intersection of the South line of said Block 8 with the center line of a brick wall, which point is 213.71 feet West of the South East corner of said Block, and running thence Northwardly along said center line of wall, which center line is parallel to the East line of said Block, a distance of 20.13 feet to the North face of a brick wall; thence Eastwardly along said North face of wall a distance of 18.47 feet to the West face of a brick wall at a point thereon which is 20 feet North of said South Block line, thence Northwardly along said West face of wall a distance of 273.80 feet to an angle in said wall which is 195.58 feet West of said East Block line; thence North Eastwardly along the North Westerly face of said wall a distance of 52.69 feet to another angle in said wall, which is 179.00 feet West of said East Block line and 65.76 feet South of the South line of said North 20 feet of Block 8, thence North Eastwardly along the North Westerly face of said wall a distance of 21.52 feet to another angle in said wall, which is 157.07 feet West of said East Block line and 47.83 feet South of the South line of said North 20 feet, thence North Eastwardly along the North Westerly face of said wall a distance of 20.92 feet to another angle in said wall, which is 153.60 feet West of said East Block line and 31.73 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly face of said wall a distance of 27.78 feet to another angle in said wall, which is 132.31 feet West of said East Block line and 13.94 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly line of said wall and along the same extended a distance of 26.56 feet to a point on said South line of said North 20 feet of said Block 8 which is 109.68 feet West of said East line of Block 8.

## PARCEL # 5

That part of the East half of Lowe Avenue (now vacated) lying West of and adjoining the West line of Block 8 (except the North 20 feet of said Block) in the Superior Court Commissioners Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian lying between the South line of the North 20 feet of said Block 8 extended East and West and North of the South of Block 8 aforesaid, extended East and West, extended East and West, excepting therefrom that part described as follows;

Beginning on the center line of said vacated Lowe Avenue at a point 20 feet South of the North line of Block 8 produced West; thence South on said center line 11 feet 4 1/2 inches; thence North East 18 feet 10 inches to a point on a line 20 feet South of the North line of Block 8 produced West; thence West 15 feet to the point of beginning.

Also

That part of the East 14 feet of the West 33 feet of said vacated Lowe Avenue being 388 feet on the West line and 398 feet 7 1/2 inches on the East line lying North of the North line of West 41st Street in the North West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian and being marked "D" on the plat attached to and made a part of the warranty deed recorded April 25, 1918 as document 6311433 all in Cook County, Illinois. \*\*\*

23 449 802



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Parcel #6.

## RIDER

That part of Block 8 (except the North 20 feet thereof) in Superior Court Commissioner's Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian which lies West and North of the following described line:

Beginning at the point of Intersection of the South line of said Block 8 with the center line of a brick wall, which point is 213.71 feet West of the South East corner of said Block, and running thence Northwardly along said center line of wall, which center line is parallel to the East line of said Block, a distance of 20.13 feet to the North face of a brick wall; thence Eastwardly along said North face of wall a distance of 18.47 feet to the West face of a brick wall at a point thereon which is 20 feet North of said South Block line, thence Northwardly along said West face of wall a distance of 273.80 feet to an angle in said wall which is 195.58 feet West of said East Block line; thence North Eastwardly along the North Westerly face of said wall a distance of 52.69 feet to another angle in said wall, which is 179.00 feet West of said East Block line and 65.76 feet South of the South line of said North 20 feet of Block 8, thence North Eastwardly along the North Westerly face of said wall a distance of 21.52 feet to another angle in said wall, which is 167.07 feet West of said East Block line and 47.53 feet South of the South line of said North 20 feet, thence North Eastwardly along the North Westerly face of said wall a distance of 20.92 feet to another angle in said wall, which is 153.68 feet West of said East Block line and 31.73 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly face of said wall a distance of 27.78 feet to another angle in said wall, which is 132.31 feet West of said East Block line and 13.94 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly line of said wall and along the same extended a distance of 26.56 feet to a point on said South line of said North 20 feet of said Block 8 which is 109.68 feet West of said East line of Block 8.

Parcel #7 -

That part of the East half of Lowe Avenue (now vacated) lying West of and adjoining the West line of Block 8 (except the North 20 feet of said Block) in the Superior Court Commissioners Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian lying between the South line of the North 20 feet of said Block 8 extended East and West and North of the South of Block 8 aforesaid, extended East and West, extended East and West, excepting therefrom that part described as follows;

Beginning on the center line of said vacated Lowe Avenue at a point 20 feet South of the North line of Block 8 produced West; thence South on said center line 11 feet 4 1/2 inches; thence North East 18 feet 10 inches to a point on a line 20 feet South of the North line of Block 8 produced West; thence West 15 feet to the point of beginning.

Also

That part of the East 14 feet of the West 33 feet of said vacated Lowe Avenue being 388 feet on the West line and 398 feet 7 1/2 inches on the East line lying North of the North line of West 41st Street in the North West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian and being marked "D" on the plat attached to and made a part of the warranty deed recorded April 25, 1918 as document 6311433 all in Cook County, Illinois. \*\*\*

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END OF RECORDED DOCUMENT