

TRUST DEED

1976 AUG 2 AM 11 10

23 580 552

AUG-2-76 230379 2350552 A --- 10.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 8, 1976, between Bank of Ravenswood, 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 July 7, 1976 and known as trust number 2118, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS said Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

THIRTY THOUSAND AND 00/100-----(\$30,000.00)----- Dollars,

made payable to 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 July 8, 1976

Payable Monthly on the balance of principal remaining from time to time unpaid at the rate of 9 3/4 per cent per annum in instalments as follows:

Three Hundred Seventeen and 81/100-----(\$317.81)-----

Dollars on the 1st day of September 1976 and

Three Hundred Seventeen and 81/100-----(\$317.81)-----

Dollars on the 1st 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 1st day of August 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 9 3/4 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 BANK OF RAVENSWOOD 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 the 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, being and being in the COUNTY OF

AND STATE OF ILLINOIS, to wit:

Cook Lot 1 in Collott's Argyle Subdivision of the North West Corner of that part lying East of Clark Street on the South 1/2 of the South West 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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 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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, coverings, motor 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 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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as 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 herefor; (8) pay in 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 compliance 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

C-14 278 AUG-2-1976 014

NAME Bank of Ravenswood
STREET 1825 W. Lawrence Ave.
CITY Chicago, Ill. 60640
INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER 55

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

4923 N. Clark St.
Chicago, Ill.

THIS INSTRUMENT WAS PROVIDED BY NANCY BRUGGEMAN
This instrument was prepared by BANK OF RAVENSWOOD
1825 WEST LAWRENCE AVE.
CHICAGO, ILLINOIS 60640

2350552
Clerk's Office

To secure, to deliver principal payments not less than ten days prior to the respective date 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 of principal or interest on any encumbrance of any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or control 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 hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much an 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. 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 thereon.

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 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 hereon. 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 to be expended after entry of the decree of proceeding all such abstracts of title searches and examinations, guarantees, judgments, 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 as much an 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 reason of this trust deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or in preparation 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 an additional 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 overplus 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. Such appointment may be made either before or after sale, without notice, without regard to the adequacy or inadequacy at the time of application for such receiver, of the person or persons of 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 the Trustee hereunder 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 further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, profits and all other powers which may be necessary or are used in such cases for the purpose of protection, preservation, control, management and operation of the premises during the pendency of such foreclosure suit. The court from time to time may authorize the receiver to apply the net income in the 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 of such decree, provided such application is made prior to foreclosure sale; (2) 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, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless a properly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in cases of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to itself before exercising any power herein given.

8. 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 the holder thereof may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, execute and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without liability to Trustee. Where a release is requested of First Party and its assigns, Trustee may accept as true without liability to Trustee any note which bears a certificate of maturity. Where a release is requested of any other trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate of maturity or security hereunder, the same as the note as the genuine note hereby described, any person who personally and voluntarily executes any instrument or any instrument which purports to bring the description herein contained of the note and which purports to be executed on behalf of First Party.

9. 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 Registrar of Titles 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 reasonable compensation for all acts performed hereunder.

The mortgagee hereon, who is not a party to this instrument, shall be deemed to have assented to the execution of this instrument in full discharge of his debt and shall be bound by its own debt and shall not be a party to this instrument. The mortgagee hereon, who is not a party to this instrument, shall be deemed to have assented to the execution of this instrument in full discharge of his debt and shall be bound by its own debt and shall not be a party to this instrument.

THIS TRUST DEED is executed by Bank of Ravenswood 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 Bank of Ravenswood hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that no any herein or in said note contained shall be construed as creating any liability on said First Party or on said Bank of Ravenswood personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability of any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that when the owner of said First Party and its assigns, Trustee may accept as true without liability to Trustee any note which bears a certificate of maturity. Where a release is requested of any other trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate of maturity or security hereunder, the same as the note as the genuine note hereby described, any person who personally and voluntarily executes any instrument or any instrument which purports to bring the description herein contained of the note and which purports to be executed on behalf of First Party.

Asst. Vice President XXXXXXXX, and its corporate seal to be hereunto affixed and attested by its XXXXXXXX Trust Officer this day and year first above written.

By: *[Signature]* Assistant VICE-PRESIDENT XXXXXXXX
Attest: *[Signature]* XXXXXXXX TRUST OFFICER

the undersigned
Peter L. Monzures, Assistant
Vice-President XXXXXXXX of Bank of Ravenswood and M. B. Walke

XXXXX Trust Officer of said Bank, who are personally known to me to be the proper persons to execute this instrument as such ASST. Vice President XXXXXXXX and XXXXXXXX Trust Officer, 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 use and purposes therein set forth, and the said XXXXXXXX Trust Officer then and there acknowledged that such acknowledgment was made by him as Trust Officer, as custodian of the corporate seal of said Bank, and affix the seal of said Bank to said instrument as aforesaid, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of July, 1976
[Signature]
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. _____

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
BY: *[Signature]* ASSISTANT SECRETARY

END OF RECORDED DOCUMENT

23 580 552