

UNOFFICIAL COPY

TRUST DEED

23 645 988

1976 SEP 22 AM 11 05

Form TD 103-L

SEP 22 1976 256611 23645988 4 4 1000
THE ABOVE SPACE FOR RECORDERS USE ONLY

1000

THIS INDENTURE, Made August 12, 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 8-29-74 and known as trust number 1116, herein referred to as "First Party," and Chicago Title and 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

TWO HUNDRED FORTY THOUSAND AND 00/100-----(\$240,000.00)----- Dollars, made payable to ~~DEARER~~ BANK OF RAVENSWOOD

and delivered to said Bank 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 August 12, 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 Thousand Two Hundred Sixty Nine and 28/100-----(\$3,269.28)-----

Dollars on the 1st day of October 1976 and

Three Thousand Two Hundred Sixty Nine and 28/100-----(\$3,269.28)-----

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 September 1986.

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 ~~seven~~ ten and three quarters 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 this trust deed, and also in consideration of the sum of One Dollar being 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 11 and 12 in Block 3 in Lyman's Addition to La Grange being a Subdivision of that part of the North 1/2 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, lying East of Center Line of Fifth Avenue and North of the Chicago, Burlington and Quincy Railroad 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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, minor 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 FULLY AND 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 water, and free from mechanical or other leaks or drains but 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) comply 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 and 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

NAME Bank of Ravenswood
STREET 1825 W. Lawrence Ave.
CITY Chicago, Ill. 60640

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

125 North LaGrange

La Grange, Illinois

THIS INSTRUMENT WAS PREPARED BY:
NANCY BRUGGEMAN

This instrument was prepared by:
1825 WEST LAWRENCE AVE.
CHICAGO, ILLINOIS 60640

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER 55

C-15721 DM SEP 22 1976



23645988

to expire, to deliver renewal policies 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or release 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 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. Function 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.

The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, and agrees to execute and deliver to the lender, on the date of foreclosure, a deed conveying the premises to the lender, and to execute and deliver to the lender, on the date of foreclosure, a deed conveying the premises to the lender, and to execute and deliver to the lender, on the date of foreclosure, a deed conveying the premises to the lender.

In order to provide for the payment of taxes and assessments, Mortgagor agrees to deposit with the holder of said note secured hereby, a sum of money to pay taxes and assessments, and deposit to the mortgagee's account with such sum of money the principal and interest above described. Should taxes, when due, be paid such deposit when the Mortgagor agrees to immediately pay such differences on demand. Failure to make such additional deposits shall be considered a default under the terms of this agreement. Said escrow deposits shall be in a non-interest bearing account.

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 and 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 said Bank of Ravenswood personally to pay on said note or any interest thereon, or any indebtedness accruing hereinafter, 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 or assigns are concerned, a certificate or any instrument conveying title to 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, Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, Peter L. Monzures, and its corporate seal to be hereunto affixed and attested by its Trust Officer, M. B. Walke, on this day and year first above written.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally. By Peter L. Monzures Assistant VICE-PRESIDENT. Attest M. B. Walke TRUST OFFICER. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Peter L. Monzures Assistant Vice-President of Bank of Ravenswood and M. B. Walke Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and 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 uses and purposes therein set forth, and that said Assistant Vice-President and Trust Officer then and there acknowledged that said Assistant Vice-President and Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to 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.

Given under my hand and Notarial Seal this 16th day of September 1976. Linda Stauffer 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 ASSISTANT SECRETARY

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