

UNOFFICIAL COPY

FEB 9 1977 65 17-545 D

ILLINOIS RECORD TRUST DEED 12 57 PM '77 23 815 613 *23815613

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made January 3, 1977, between Amalgamated Trust & Savings Bank, 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 August 1, 1972 and known as trust number 2347, herein referred to as "First Party," and

AMALGAMATED TRUST & SAVINGS BANK, 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 Forty Five Thousand and no/100----- Dollars, made payable to ~~BEAVER~~ AMALGAMATED TRUST & SAVINGS BANK 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in instalments as follows: see alongs attached hereto

Three Thousand Five Hundred Seventeen and 77/100 Dollars on the 15th day of February, 1977 and Three Thousand Five Hundred Seventeen and 77/100 Dollars on the 15th day of each month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of December, 1979. 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 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 Amalgamated Trust & Savings Bank 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 conditions of this trust deed, and also in satisfaction of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, quit 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:

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

12.00

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, assignments, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during the term of years as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and all second party 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 blinds, shutters and windows, floor coverings, malar 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 hereinafter set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT: (1) First Party shall be responsible for the full payment of the said note and in case of the failure of First Party, its successors or assigns to (1) promptly repair, replace 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 and all taxes which may be levied or assessed against 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 surcharge 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 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

NAME: Amalgamated Tr. & Savgs. Bk.
STREET: 100 S. State St.
CITY: Chicago, IL 60603

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

23 015 613

BOX 533 376

UNOFFICIAL COPY

Property of COOK COUNTY CLERK'S Office

FEB 9 '77 65 17 545

RIDER A

The undersigned, acting pursuant to Section 18b of Chapter 77 of the Illinois Revised Statutes hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed.

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. The undersigned promises further to pay monthly pro rata share of all assessments, future bonded insurance premiums, and any other charges as may accrue against the property securing this indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

TAKE NOTICE: The holder of the note secured by this Trust Deed, at its sole option, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note, secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, extension Agreements shall not be necessary and need not be filed.

23 815 613

UNOFFICIAL COPY

FEB 9 '77 65 17 545 D

PLAT 13

PAGE 13

Subscribed and sworn to before me this 14th day of February 1977 by the undersigned, a Notary Public in and for the State of Illinois, in the presence of the undersigned, Clerk of the Court of Cook County, Illinois, at the Court House, Cook County, Illinois.

Witness my hand and the seal of my office this 14th day of February 1977.

PAGE 13

This is a duplicate copy of the original recorded in Block 17 in the original plat of 1868.

PAGE 13

This plat is a duplicate copy of the original recorded in Block 17 in the original plat of 1868. The original plat of 1868 is a duplicate copy of the original recorded in Block 17 in the original plat of 1868. The original plat of 1868 is a duplicate copy of the original recorded in Block 17 in the original plat of 1868. The original plat of 1868 is a duplicate copy of the original recorded in Block 17 in the original plat of 1868.

Property of Cook County Clerk's Office

23815613

613 915

END OF RECORDED DOCUMENT