

# UNOFFICIAL COPY

23 844 438

## TRUST DEED

1977 MAR 9 AM 10 28  
MAR-9-77 337367 • 23844438 • A -- Rec 10:00

16-204-I

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made February 12, 1977, between Exchange 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 January 20, 1966 and known as trust number 12169, herein referred to as "First Party," and Robert L. Heintz,

~~XXXXXXXXXXXXXXXXXXXX~~ 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 Thousand Five Hundred Dollars no/100----- Dollars, made payable to 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 annual percentage February 20, 1977 on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent ~~XXXXXXXXXX~~ in installments as follows:

One Hundred Fifty Five Dollars 20/100----- Dollars on the 1st day of April 19 77 and One Hundred Forty Two Dollars no/100

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 March 19 82. 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 7 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 Belmont 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 23 in Block 1 in Conarroe's Resubdivision of Part of Argyle lying South of Center Line of Argyle Street in the Southeast 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Chicago Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY

Frank M. Colucci 3179 N. Clark St.  
Chicago, IL 60657

NAME

ADDRESS



23844438

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, floor coverings, linoleum, awnings, doors 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 all 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 note; (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 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 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

D NAME Belmont National Bank of Chicago  
E STREET 3179 N. Clark Street  
L Chicago, Illinois 60657  
I CITY  
V  
E  
R  
Y INSTRUCTIONS OR

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

4920 -22 N. Winthrop Street  
Chicago, Illinois 60640

RECORDER'S OFFICE BOX NUMBER



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 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 prior lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or content 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 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.

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THIS TRUST DEED is executed by Exchange National Bank of Chicago, 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 Exchange National Bank of Chicago) by the terms of the instrument and agreement set forth in said First Party promissory note, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest thereon, or any other debt or obligation of said First Party or of said Exchange National Bank of Chicago personally, or to perform any covenant herein expressed 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 charge hereunder, and that so far as the First Party and its successors and said Exchange National Bank of Chicago 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, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Trust Officer on the \_\_\_\_\_ day of \_\_\_\_\_, 1922.

EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally.

By *[Signature]* ASST. VICE-PRESIDENT-TRUST OFFICER

Attest *[Signature]* ASSISTANT CASHIER-TRUST OFFICER

STATE OF ILLINOIS  
COUNTY OF COOK

I, **NORMA SCHUPPENHAUER**  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that  
**BEN A. ROSEN**  
ASST. Vice-President-Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and  
**J. KHILE**



ASST. Cashier-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 ASST. Vice-President-Trust Officer, and Assistant Cashier-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 the said Assistant Cashier-Trust Officer then and there acknowledged that said Assistant Cashier-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16th day of Feb 1922  
*[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. **3A78545-1**

*[Signature]* Trustee

END OF RECORDED DOCUMENT