

MAR 11 1977 6 52 A 144 D

23 847. 186

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this March 7, 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 February 28, 1977 and known as trust number 3177, 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 One Hundred Eighty Seven 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 dishursemment on the balance of principal remaining from time to time unpaid at the rate of prime plus ~~per~~ cent per annum ~~installments~~ as follows:

~~THIS DEED IS NOT VALID UNLESS THE FOLLOWING PAYMENTS ARE MADE:~~
 THE FIRST PAYMENT OF PRINCIPAL AND INTEREST, if not sooner paid, shall be due on the 5th day of June, 1977. 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 noters 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 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

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

"INTEREST ON THIS NOTE SHALL BE COMPUTED FOR ACTUAL DAYS ON A 360 DAY YEAR BASIS".

12.00

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest 3/4 of 1 percentage points over the prime rate in effect at the Amalgamated Trust & Savings Bank. In the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 3/4 of 1 percentage points over such prime rate from time to time in effect.

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, 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. 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 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 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 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 holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME Amalgamated Trust
 STREET 100 S. State Street
 CITY Chicago
 L & K Blumenthal

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

This instrument was recorded at 12:00 PM on March 11, 1977 at Cook County, Illinois. Recorder's Office

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BOX 533

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 Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form as hereinafter deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase (such as compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the title) or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection with the lien hereof, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and per annum, in lieu 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.

For additional provisions, see Rider "A" attached hereto and made a part hereof.

ILLINOIS RECORDER OF DEEDS *2384786 MAR 11 10 22 AM '77

THIS TRUST DEED is executed by the Amalgamated Trust & Savings Bank, 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 Amalgamated Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein of said note contained shall be construed as creating any liability on the said First Party or on said Amalgamated Trust & Savings Bank or on any guarantor to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any cove or either expressly or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person who shall hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Amalgamated Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall be solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein set forth and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Amalgamated Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this day of year first above written.

AMALGAMATED TRUST & SAVINGS BANK As Trustee as aforesaid and not personally, By: ASSISTANT VICE PRESIDENT Attest: I. EILEEN WALSH ASSISTANT SECRETARY

STATE OF ILLINOIS } ss. COUNTY OF COOK } Assistant Vice-President of the Amalgamated Trust & Savings Bank, and

Assistant Secretary 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 Assistant Secretary, 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 Secretary then and there acknowledged that said Assistant Secretary is custodian of the corporate seal of said Bank and did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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 8th day of March 1917. 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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. Trustee

UNOFFICIAL COPY

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ORDER "A"

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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.

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 of decree of foreclosure of this Trust Deed.

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EXHIBIT "A"

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Legal Description of the Premises

- (2) Lot One----- (1)
- (2) Lot Two----- (2)
- (2) Lot Three----- (3)
- (2) Lot Four----- (4)
- (2) Lot Five----- (5)
- (1) Lot Six----- (6)
- (1) Lot Seven----- (7)
- (1) Lot Eight----- (8)
- (1) Lot Nine----- (9)
- (1) Lot Ten (except South Three (3) feet thereof) (10)

In Block One Hundred Thirty Five (135), in South Chicago Subdivision made by the Calumet and Chicago Canal and Dock Company of part of Section 6, South of the Indian Boundary Line, South West of Pittsburg, Fort Wayne and Chicago Railroad, and West of Calumet River, and the East Fractional Quarter (1/4) and the East Two Thirds of the West Fractional Quarter (1/4) of Fractional Section 7, North of the Indian Boundary Line, all in Town 37 North, Range 15, East of the Third Principal Meridian.

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END OF RECORDED DOCUMENT