

UNOFFICIAL COPY

TRUST DEED (AMORTIZATION FORM) 12-28

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THIS INDENTURE, Made February 18 19 75, between Main Bank Of Chicago, an Illinois 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 December 10, 1974 and known as trust number 74-1137 herein referred to as "First Party," and Chicago Title Insurance Co. an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Thirty Thousand (\$30,000.00) ----- Dollars, made payable to BEARER

which said Note the FIRST PARTY promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate of fourteen (14%) ----- per cent per annum in installments as follows: Six Ninety Eight 10/100 Dollars on the 20th day of March 19 75 and Six Ninety Eight 10/100 (\$698.10) Dollars on the 20th 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 20th day of February 19 80. 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 installment unless paid when due shall bear interest at the rate of 14% 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 Illinois Mortgage Company in said City, Chicago, Illinois

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 attached)

Property commonly known as: 651-659 N. Milwaukee, Chicago

This Deed prepared by: John W. Lally, 72 W. Adams Street Chicago, 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, as 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 mortgage 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, air conditioning (whether singly or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, and electric floor coverings, in-a-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 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 liens 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 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 hereinbefore 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 redeem 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. 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.

DELIVERY

Name _____
Street _____
City _____

or RECORDER'S OFFICE BOX NO. _____
for information only insert street address of above described property.

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PARCEL 1:

Sub-Lot 1 of Lot 13 in Block 36 in Ogden's Addition to Chicago in Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 14 in Block 36 in Ogden's Addition to Chicago in Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That part of Lot 15 in Block 36 in Ogden's Addition to Chicago in the North East 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian Bounded and described as follows:

Beginning on the North line of said Lot 15 at a point equi-distant between the North East corner and the North West corner of said Lot; thence South on a North and South line which is equi-distant between the East and West lines of said Lot 15 to a point wherein North and South line intersects a Northeasterly and Southwesterly line drawn equi-distant between the Southeasterly and Northwesterly lines of said Lot 15, thence Southwesterly along said Northeasterly and Southwesterly line to the Southwesterly line of said Lot 15, thence Southeasterly along the Southwesterly line of said Lot 15 to the Southeasterly corner of said Lot, thence Northeasterly and Northerly along the Southeasterly and East lines of said Lot to the North East corner of said Lot; thence West along the North line of said Lot to the point of beginning, in Cook County, Illinois.

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PARCEL 4:

That part of Lots 15 and 16 in Block 36 in Ogden's Addition to Chicago, described as follows:

Beginning on the North line of said Lot 15 at a point equi-distant between the North East corner and the North West corner of said Lot, thence South on a North and South line equi-distant between the East and West lines of said Lot 15 to a point where a Northeasterly and Southwesterly line equi-distant between the Southeasterly line and Northwesterly line of said Lot 15 intersects said North and South line; thence Southwesterly along said Northeasterly and Southwesterly line to the Southwesterly line of said Lot 15; thence Northwesterly along the Southwesterly line of said Lots 15 and 16 to a point 10 feet Northwesterly from the Southeasterly corner of said Lot 16; thence Northeasterly to a point in the North line of said Lot 16, 4 1/4 feet West of the North West corner of said Lot 15, thence East along the North line of said Lots 15 and 16 to the point of beginning, in Cook County, Illinois.

END OF RECORDED DOCUMENT