

UNOFFICIAL COPY

TRUST DEED

23 027 634
1975 MAR 21 AM 11 07

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

588952

Form TD 108-L

MAR-21-75 965913 • 23027634 • A --- Rec
THE ABOVE SPACE FOR RECORDERS USE ONLY

5.00

58279

THIS INDENTURE, Made March 8, 1975, 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 March 7, 1975 and known as trust number 1222, 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 TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100----(\$22,400.00)----- Dollars,

made payable to ~~CHASE~~ BANK OF RAVENSWOOD 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 March 8, 1975 Payable Monthly on the balance of principal remaining from time to time unpaid at the rate of 9.0% per cent per annum in installments as follows:

TWO HUNDRED ONE AND 54/100-----(\$201.54)-----

Dollars on the 1st day of May 1975 and

TWO HUNDRED ONE AND 54/100-----(\$201.54)-----

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 April 1975

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 9.5 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 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 Thirty Eight (38) (except the West Two (2) feet thereof and also except that part of Lot Thirty Eight (38) lying East of a line Seventy and Four Tenths (70.4) feet East of and parallel to the West line of said Lot Thirty Eight (38) in Block Three (3) in Turner's Heirs' Subdivision of Blocks One (1), Two (2), Three (3) and Four (4) in John Turner's Subdivision of the South West Quarter of the North East Quarter of Section nineteen (19), Township forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying West of Lincoln Avenue (except that part of the North Quarter of the North West quarter of the South West Quarter, West of Wolcott Street) all in Cook County, Illinois.



THIS INSTRUMENT WAS PREPARED BY:
CAROL ABBOTT
BANK OF RAVENSWOOD
1825 WEST LAWRENCE AVE.
CHICAGO, ILLINOIS 60640

23 027 634

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, inador 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 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 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 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 ordinance 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 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 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 West Lawrence Avenue
CITY Chicago, Illinois

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

1817 West Patterson
Chicago, Illinois

INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER 55

This instrument was prepared by

23027634

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration... 1. To expire, to deliver renewal policies not less than ten days prior to the respective date of expiration... 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments... 3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall... 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose... 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses... 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises... 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise... 9. Trustee shall release the trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this... 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...

23 027 634

In order to provide for the payment of taxes and assessments Mortgagor agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments, and deposit to be made simultaneously with the payments of principal and interest above... Should taxes, when due, exceed such deposits, then 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 that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as a release or discharge of any person who shall, either before or after maturity thereof, incur any liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, 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 Vice President, Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Trust Officer this day and year first above written.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

By Cecil G. Gorman

VICE-PRESIDENT-TRUST OFFICER

Attest Peter L. Monzures

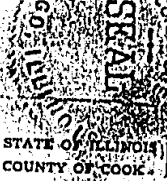
ASSISTANT TRUST OFFICER

the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Cecil Gorman Vice-President of Bank of Ravenswood and Peter L. Monzures

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and who are acknowledged to be the same persons who have 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 Trust Officer then and there acknowledged that said Assistant Trust Officer is the Assistant Trust Officer of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of March 1910



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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 588962 CHICAGO TITLE AND TRUST COMPANY, TRUSTEE BY [Signature] Trustee ASSISTANT TRUST OFFICER - SECRETARY