

# UNOFFICIAL COPY

COOK COUNTY  
FILED FOR

RECORDED AT DEPT.

TRUST DEED  
MAY 25 12 41 PM '75

230 96 654

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 9 1975, between The Mid-City 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 May 9, 1975 and known as Trust Number 1144, herein referred to as "First Party," and K. A. Skopec, As Trustee and R. J. Yenerich, as Successor Trustee an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith for the Principal Sum of Four Hundred Thousand & 00/100's Dollars,

8000

made payable to **THE ORDER OF 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 May 9, 1975 on the balance of principal remaining from time to time unpaid at the rate of 9.00 per cent per annum in instalments (including principal and interest) as follows:

Four Thousand Fifty Seven & 07/100's Dollars on the 23rd day of June 1975 and Four Thousand Fifty Seven & 07/100

Dollars on the 27rd 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 23rd day of May 1990

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 percent per annum, and all of said principal and interest being made payable at such banking house or trust company, in The City of 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 The Mid-City 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 the trust deed, and also as an undertaking 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:

**Parcel 1:**

Lot 2 in George A. Seaverns Subdivision of Lots 1 to 44 inclusive and Lots 61 to 82 inclusive and vacated streets and alleys in the Subdivision of Block 6 in the Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, (except that part of said Lot 2 bounded and described as follows: commencing at the North East corner of Lincoln Street and West 33rd Street as shown on the plat of said George A. Seaverns Subdivision, said point of intersection being also the South West corner of said Lot 2 running thence North along East line of said Lincoln Street, being the West line of said Lot 2, 67.96 feet to the South Easterly line of the right of way of the Chicago and Alton Railway, thence North 48 degrees 9 minutes East along the South Easterly line of said right of way, 70.15 feet, thence North 54 degrees 11 minutes 3 seconds, East, 118.91 feet; thence North Easterly along a line parallel with the South Easterly line of said Lot 2 and said South Easterly line produced South Westerly, a distance of 125 feet to a point being 17.09 feet South Easterly of the South Easterly line of said right of way, thence South Easterly along a straight line, a distance of 106.41 feet to the South Easterly line of said Lot 2, being the North Easterly line of alley of said Block 6, at a point 111.17 feet North Easterly from the angle of the North Westerly and West lines of said alley; thence South Westerly along said South Easterly line of said Lot 2, a distance of 111.17 feet to said angle of the North Westerly and West lines of said alley, thence South along the West line of said alley to the North line of said West 33rd Street, thence West along the North line of said West 33rd Street 225.09 feet to the place of beginning);

**Parcel 2:**

Lots 57, 58, 59 and 60 in Johnsons Subdivision of Block 6 in the Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian;

also

**Parcel 3:**

All of the vacated East and West 16 foot public alley North of and adjoining the North Line of Lots 59 and 60; also all that part of the vacated 16 foot public alley running in a North Easterly direction North Westerly of and adjoining the North Westerly line of Lots 57, 58 and 59 (except therefrom the South Westerly 16 feet of said Lot 57) in Subdivision of Block 6 in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, said parts of said alleys being further described as all of the East and West public alley and the North Easterly 48.20 feet more or less of the alley running in a North Easterly direction in the Block bounded by the right of way of the Chicago Alton and St. Louis Railroad, West 33rd Street, Archer Avenue, South Wood Street and South Lincoln Street, all in Cook County, Illinois.

230 96 654  
Office

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Property of Cook County Clerk's Office

*Mary Pat Kerrigan*  
The Mid-City National Bank of Chicago  
801 West Madison Street  
Chicago, Illinois 60607

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which, with the property hereinafter described, as 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, shutters, floor  
coverings, inodor beds, swings, 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: (a) promptly repair, restore or rebuild  
any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e)  
comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said  
premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then

MAIL TO:  
[ THE MID-CITY NATIONAL BANK ]  
[ COX 752 ]  
 PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
3228 South Wood Street  
Chicago, Illinois

Trustee or the holders of the note may, but need not, make any 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 thereon, or redeem from any tax sale or forfeiture affecting said premises or correct 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.

2. The Trustee or the holders of note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for or foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on accounts of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands to payments, in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons hereinafter designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons hereinafter designated as the makers thereof.

9. 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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the same title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. If the Mortgagor conveys, assigns or transfers his or her interest in said described Real Estate, then at the option of the Mortgagee, the entire unpaid balance shall become due and payable immediately without notice.

THIS TRUST DEED is executed by The Mid-City National Bank of Chicago, a National Banking Association, 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 Mid-City National Bank of Chicago, a National Banking Association, hereby warrants that it possesses full power and authority to execute this instrument and is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Mid-City National Bank of Chicago, a National Banking Association, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said Mid-City National Bank of Chicago, a National Banking Association, 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, The Mid-City National Bank of Chicago, a National Banking Association, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

THE MID-CITY NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

BOX 752

By John J. Senior Senior VICE-PRESIDENT AND TRUST OFFICER  
Attest Frank J. Shibe ASSISTANT TRUST OFFICER

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) SS.



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President and Trust Officer and Assistant Trust Officer of The MID-CITY NATIONAL BANK OF CHICAGO, Grantor, personally known to me to be the true persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Assistant 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 for the uses and purposes therein set forth; and that said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

This instrument was drafted by M. P. Kerrigan Given under my hand and Notarial Seal Frank J. Shibe date May 9, 1975  
801 West Madison Street, Chgo, Ill. 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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 801-05-2975  
BY K. A. Skopac, Jr. TRUSTEE

END OF RECORDED DOCUMENT

2:30 96 654