

# UNOFFICIAL COPY



TRUST DEED

FILED FOR RECORD  
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CTTCB

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made October 7, -----1975 between Edward I. Lissner  
not personally but as Trustee under the provisions of a Deed of Deeds in trust duly recorded and delivered to said  
Trustee in pursuance of a Trust Agreement dated March 11, 1974 ----- and known as  
Trust Number 875 ----- hereinafter 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 FIVE HUNDRED EIGHTY THOUSAND AND NO/100----- Dollars,

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 October 15, 1975-----

----- on the balance of principal remaining from time to time unpaid at the rate of  
\*1 1/2% over said Bank's prime rate from time to time

Dollars on the 1st----- day of December -----1975 ----- and \$7,506.00-----

Dollars on the 1st----- day of each and every 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 November ----- 1985

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 \* ----- percent 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 The National Security 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 Chicago Title and Trust Company, its successors and assigns, the following described Real Estate situated, lying and being in the  
COUNTY OF COOK ----- AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

## LEGAL DESCRIPTION OF PROPERTY

ALL OF BLOCKS 74 AND 84, TOGETHER WITH THAT PART OF VACATED WEST  
BLISS STREET LYING ADJACENT TO SAID BLOCKS ALL TAKEN AS A TRACT, IN CHICAGO  
LAND COMPANY'S RESUBDIVISION OF BLOCKS 36, 37, 46, 47, 48, 55, 56, 62, 63,  
70, 71, 74, AND 84, TOGETHER WITH LOT 1 IN BLOCK 50, ALL IN ELSTON'S ADDITION  
TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM  
SAID DESCRIBED TRACT, THE SOUTHEASTERLY 129.00 FEET OF THE SOUTHWESTERLY 130.90  
FEET AND EXCEPTING FURTHER FROM SAID DESCRIBED TRACT THAT PART OF LOTS FOUR (4)  
AND FIVE (5) IN BLOCK EIGHTY-FOUR (84) OF SAID ELSTON'S ADDITION, BEING NORTH-  
WESTERLY OF A LINE PARALLEL TO AND TEN AND THIRTY-THREE HUNDREDTHS (10 33) FEET  
SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY LINE OF OGDEN  
AVENUE, AS EXTENDED, AND LYING NORTHEASTERLY OF A LINE AT RIGHT ANGLES TO THE  
SOUTHEASTERLY LINE OF SAID OGDEN AVENUE, AND INTERSECTING THE SOUTHEASTERLY  
LINE OF SAID OGDEN AVENUE AT A POINT WHICH IS TWO HUNDRED TWENTY-ONE AND FORTY-  
FOUR HUNDREDTHS (221.44) FEET NORTHEASTERLY, MEASURED ON THE SOUTHEASTERLY LINE  
OF SAID OGDEN AVENUE, FROM ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF  
HOOKER STREET, TOGETHER WITH ALL STRUCTURES, FENCING, DRIVEWAYS AND TRACKAGE  
THEREON.

COMMONLY KNOWN AS 875 WEST DIVISION STREET.

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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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration coverings, masonry beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether they are 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, rebuild 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 ordinance 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 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:

[ ]  
[ ]  
[ ]

495

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

\_\_\_\_\_  
\_\_\_\_\_

23 254 620

PLACE IN RECORDER'S OFFICE BOX NUMBER 495

Form 813 R 4-72 Tr. Deed, Land Trustee, Instal. (incl. int.)

"This instrument was prepared by Gary A. Worcester  
Asst. Vice President, National Bank of Chicago,  
1001 West Loop Avenue

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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 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.

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 office 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 thereof.

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, and option to be exercised at any time after the expiration of said three day period.

4. After the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or 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 other 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 or the value of 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 the foreclosure hereof after the end 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 account of all costs and expenses incident to the foreclosure proceeding, 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 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 in payment 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 in proof 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 as 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 act or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereof 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 herein 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 herein designated as makers thereof.

9. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or of Titles in which this instrument shall have been recorded or in Trust. Any Successor in Trust hereunder shall have the identical 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.

THIS TRUST DEED is executed by Edward I. Lissner, 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 Edward I. Lissner hereby warrants that it possesses all power and authority to execute this instrument), and it 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 Edward I. Lissner 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 or security hereunder, and that so far as the First Party and its successors and said Edward I. Lissner 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, Edward I. Lissner, not personally but as Trustee as aforesaid, has caused these presents to be signed the day and year first above written.

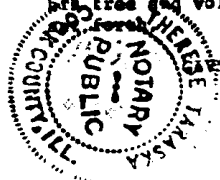
EDWARD I. LISSNER As Trustee as aforesaid and not personally.  
By Edward I. Lissner

Attest

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

59-1315

I, Theresa Taraska, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD I. LISSNER, Trustee, as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, as Trustee, as aforesaid, for the uses and purposes therein.



Witness my hand and Notarial Seal this 7th

DAY OF October, A.D. 1975

Theresa Taraska  
NOTARY PUBLIC

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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 Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantors, personally known to me to be the true 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date

23254620

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. \_\_\_\_\_

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY *[Signature]*  
ASSISTANT SECRETARY

TRUSTEE

END OF RECORDED DOCUMENT