

UNOFFICIAL COPY

TRUST DEED

23 276 278

Form TD 109 L

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 15, 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 10/14/75 and known as trust number 1687, herein referred to as "First Party," and CHICAGO TITLE & 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

Nineteen Thousand Three Hundred and no/100 (\$19,300.00)----- Dollars, made payable to 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 date

10 (ten) PAYABLE on the balance of principal remaining from time to time unpaid at the rate of per cent per annum ~~to be determined~~ as follows:

NINETEEN THOUSAND THREE HUNDRED AND NO/100-----Dollars PAYABLE ON DEMAND, PLUS ACCRUED INTEREST.

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 11 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 the 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, convey, release, alien and convey unto the trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

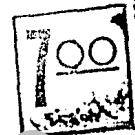
AND STATE OF ILLINOIS, to wit:

Lot 143 and the East half of Lot 144 in Sam Brown Jr's 59th Street Subdivision in the North West quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

AND

Lot 47 in Charles Kamnitz Senior's Subdivision of Lots 4, 5 and 6 in Block 2 in William B. Ogden's Subdivision of the south west quarter of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described is referred to herein as the "premises."

THE TRUSTEE, with all improvements hereunto, easements, fixtures and appurtenances thereto including, and all rents, issues and profits, reserved for so long and during all such times as First Party its successors or assigns may be entitled thereto which are pledged presently and on a party with and real estate and not separately, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, or conditioning water, light, power, refrigeration (whether single units or centrally controlled) and conditioning including, without restricting the foregoing, screens, window shades, blinds, awnings and window blinds, curtains, roller blinds, awnings, doors 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.

THE TRUSTEE, AND THE TRUSTEE IN THE PREMISES AND THE TRUSTEE, its successors and assigns, covenants and agrees to observe for the purposes and upon the same and their heirs and assigns

IN FURTHER ENDEAVORING AND AGREEING THAT

1. That the indebtedness evidenced 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 encroachments or other things or things for law and especially authorized to the law hereof, (3) pay when due any obligations which may be assumed 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 ordinances, (7) pay before any possible attachment all general taxes and pay special taxes against assessments extra charges, service charges, and other charges against the premises when due and upon written demand to furnish to Trustee or to holders of the note duplicate receipts therefor, (8) pay to full value interest on the amount provided by statute and law or assessment which First Party may incur in contact, (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 amounts not less than to pay the cost of repairing or rebuilding the same or to pay in full the substitution amount hereby all in compliance satisfactory to the holders of the note, under insurance policies payable in favor of law or assessment in Trustee for the benefit of the holders of the note, such rights to be evidenced by the standing 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
ADDRESS 1825 WEST LAWRENCE AVE.
CITY CHICAGO, ILLINOIS 60640

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2104 W. Cullon and 2222 W. Foster

OR

This instrument was prepared by C. Colley
1825 W. Lawrence Ave.

BOX 533

To ensure the delivery thereof, before the expiration of the term of the note, the Trustee or the holder 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 the note...

At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by the trust deed shall, notwithstanding anything in the note or in the trust deed to the contrary, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note...

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereby created. 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 the Trustee or holder of the note for attorneys' fees...

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all taxes and expenses incident to the foreclosure proceedings including all such taxes as are mentioned in the preceding paragraph hereof...

Trustee or at any time after the filing of a bill to foreclose the 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 value of the premises or whether the same shall be then encumbered as a homestead or not...

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 any power herein given unless expressly obligated by the terms hereof...

Trustee shall release this trust deed and the lien hereby created by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the 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 to the Trustee the original or a certified copy of the instrument which evidences the payment of the principal of the note...

Trustee may retain by instrument in writing held in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded a lien in favor of the Trustee on the proceeds of the sale of the premises hereunder, if the proceeds of the sale of the premises are not sufficient to pay in full the principal of the note hereunder...

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

COOK COUNTY FILED 28th October 1975 *23276278

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 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 or in said note contained shall be construed as creating any liability on said Bank of Ravenswood or its officers, directors, employees or agents for any interest that may accrue thereon, or any indebtedness accruing hereunder, or for performing any payment under express or implied herein contained...

Witness my hand and the corporate seal of the Bank of Ravenswood not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Vice-President and Assistant Trust Officer this 28th day of October 1975.

BANK OF RAVENSWOOD AS Trustee as aforesaid and not personally, By Ceil Gonneman VICE-PRESIDENT Attest Peter L. Monzeurs ASSISTANT TRUST OFFICER

Rita L. Slimm a Notary Public in and for said County of the State of Illinois, Do HEREBY CERTIFY, that Ceil Gonneman Peter L. Monzeurs Vice-President of Bank of Ravenswood and Assistant Trust Officer

Asst. Trust Officer of Bank of Ravenswood, who are personally and as such officers, directors, employees or agents of the Bank of Ravenswood, and as such officers, directors, employees or agents of the Bank of Ravenswood, and as such officers, directors, employees or agents of the Bank of Ravenswood, and as such officers, directors, employees or agents of the Bank of Ravenswood...

28th October 1975 Rita L. Slimm Notary Public

IMPORTANT The foregoing instrument is the instrument which has been identified for the production of both the original and certified copies of the instrument. The original instrument is on file in the office of the Recorder of Cook County, Illinois.