

UNOFFICIAL COPY

TRUST DEED

THIS INSTRUMENT WAS PREPARED BY
PARK NATIONAL BANK OF CHICAGO
2200 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60610

23 280 741

23 272 043

FORM 1428 (01-71)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT Made October 11, 1970 between Michigan Avenue National Bank of Chicago a National Banking Association not personally but as Trustee under the provisions of a Deed or Deeds in this County recorded and delivered to said Company in pursuance of a Trust Agreement dated July 23, 1968 and known as trust number 1741 herein referred to as "First Party," and

Park National Bank of Chicago

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 SEVENTY-FIVE THOUSAND AND NO/100

made payable to 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 11, 1970 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments as follows: SIX HUNDRED NINETY-EIGHT AND 00/100

Dollars on the 1st day of December 1970 and SIX HUNDRED NINETY-EIGHT AND 00/100

Dollars on the 1st day of each and every month hereafter 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 1970.

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 seven 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 Park National Bank of Chicago in said City.

NOW, THEREFORE First Party to secure the payment of the said principal sum of money and any interest in accordance with the terms, provisions and limitations of the trust deed and in consideration of the sum of five Dollars in hand paid to 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:

Lots 26 and 27 in Block 3 in Butler's Subdivision and Milwaukee Avenue Addition being a subdivision of that part of Section 8, Range 40 North, Range 13, East of the Third Principal Meridian, in the East of Milwaukee Avenue (except the North 20 feet thereof) and the West 20 feet part of said lots lying between the North westerly line of Milwaukee Avenue and a line 21 feet North Easterly of said parallel with the North Easterly line of Milwaukee Avenue in Cook County, Illinois.

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

THERE, with all improvements, furnishings, equipment, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as First Party, its successors or assigns may be entitled thereto, which are pledged primarily and on a parity with said real estate and all accessories, and all accessories, equipment or articles now or hereafter therein used for supply heat, gas, air conditioning, water, light, power, refrigeration, heating, single units or centrally controlled, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, radiators, heating 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1) Until the indebtedness of said note 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 building or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair without delay and free from mortgages or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be created by a lien or charge on the premises superior to the lien hereof, and upon removal exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note; (d) comply with a reasonable fire and building or building code or any laws or orders of restriction 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 benefits are hereof all general taxes and any special taxes, special assessments, water charges, sewer 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 contract, or the manner provided by statute, any tax or assessment which First Party may desire to collect; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire (including an insularium under contract providing for payment by the insurance company of proceeds sufficient to pay the cost of rebuilding or repairing the same or to pay in full the indebtedness secured hereon) in all the foregoing satisfaction to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the

NAME
D
E
I
V
E
R
Y
STREET
CITY
INSTRUCTIONS

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

23 272 043

OR
RECORDED'S OFFICE BOX NUMBER 280

23 272 043 23 280 741

UNOFFICIAL COPY

Property of Cook County Clerk's Office

This document is made by the Michigan Avenue National Bank as Trustee and accepted upon the signature and consent of the Michigan Avenue National Bank under an article and responsibility, but only as Trustee and not as a party to the instrument. The Michigan Avenue National Bank is not to be held liable for any loss or damage resulting from this document. The Michigan Avenue National Bank is not to be held liable for any loss or damage resulting from this document. If any of the conditions of this instrument, either expressed or implied,

23272043

UNOFFICIAL COPY

Property of Cook County Clerk

SEEN ATTACHED HERETO AND MADE PART HEREOF

COOK COUNTY FILE NO. 23280741
OCT 26 10 1905
Nov 4 11 00 AM
*23272043

THIS TRUST DEED is executed by the Michigan Avenue National Bank of Chicago, 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 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 in or on said Michigan Avenue National Bank of Chicago personally to pay the principal or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either implied or implied hereby, contained in said note, such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming to be or become hereunder, and that ~~as~~ as the First Party and its successors and said Michigan Avenue National Bank of Chicago personally are concerned, the legal holder or holder 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, and 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 said party or parties.

IN WITNESS WHEREOF, Michigan Avenue National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, Assistant Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the date and in first above written.

MICHIGAN AVENUE NATIONAL BANK, of Chicago
as Trustee, as aforesaid, and not personally.

By *George A. [Signature]* VICE PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice-President and Assistant Secretary of the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day of October 1905 and acknowledged that they signed and delivered as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the purpose herein set forth, and the said Assistant Secretary then and there acknowledged the said Assistant Secretary, as Assistant Secretary of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as provided in said instrument, and I am hereunto subscribed and attested as such Notary Public in and for the County and State aforesaid, this 26th day of November, 1905.

CHIEF CLERK
PUBLIC NOTARY
ILLINOIS
COUNTY OF COOK

Joseph [Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE INSTANTLY FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instrument now mentioned in the within Trust Deed has been identified
Serial No. 1005
Mich. Natl. Bank of Chicago
Trustee

23280741

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named
Trustee and Assistant Secretary of the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, per
their respective signatures, appeared before me this day in person and acknowledged that they signed and delivered
the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for
the purpose therein set forth, in the said Assistant Secretary, then and there acknowledged that said Assistant Secretary, as Trustee, for
said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said
instrument and caused the same to be signed and delivered by the free and voluntary act of said National Banking Association for
the purpose therein set forth.

1196 October 1925

Cheryl Superville

23280741

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 Instrument Note mentioned in the within Trust Deed has been identified
Network under Identification No. _____

Trustee

END OF RECORDED DOCUMENT