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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, Made June 27, 1978, between Chicago Title and Trust Company, an Illinois corporation not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated January 1, 1978 and known as Trust Number 16711.3, 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-Five Thousand and no/100----- Dollars,
(\$25,000.00)

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 June 28, 1978 on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in instalments (including principal and interest as follows: Two Hundred Thirty-Six and 05/100----- Dollars or more on the first day of August, 1978 and Two Hundred Thirty-Six and 05/100----- Dollars or more on the first 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 first day of July 19 85. 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 10.50 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 Oak Trust and Savings Bank 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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 53 in Ogden's Subdivision of the W 1/2 of Lots 120 & 125 and all of 123, 124, 127 to 134 inclusive and 137 in Brown's Addition, Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument was prepared by
W. T. O'Neill, Attorney at Law
1000 N. Rush Street, Chicago, Ill.

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 thereon for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged to secure on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon 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: (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 (and flood damage, where the lender is required by law to have its loan so insured) 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

MAIL TO:

OAK TRUST & SAVINGS BANK
P.O. BOX 11081 (WTO)
CHICAGO, ILLINOIS 60611

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

1448 N. North Park Avenue
Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 530

policies not less than ten days prior to the respective dates of expiration; then Trustee or the holder of the Note shall perform any act hereafter...

Property of Cook County Clerk's Office

- 13. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. Taxes and insurance premiums are to be prorated monthly and such prorated sum is to be paid in addition to the above monthly payments at the time and place the above monthly payments are made.
- 15. First Party covenants and agrees that this Trust Deed and the Note secured thereby are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes.
- 16. First Party 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.
- *3(c) immediately upon the death of any of the makers and/or guarantors of the Note or,
- (d) immediately upon any sale, assignment, transfer or conveyance of the premises.

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Notar
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REC

