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Box 764
WILL COUNTY, ILL. CLERK

TRUST DEED

OCT 10 '78 12 40 PM

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FORM 1000 W.S.B.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made —October 5, 1978—, 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 trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 27, 1978— and known as trust number—2909—, herein referred to as "First Party," and

CHICAGO TITLE INSURANCE COMPANY

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—FOURTEEN THOUSAND AND 00/100—

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

date hereof on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in instalments as follows: ONE HUNDRED THIRTY-NINE AND 78/100

Dollars on the first day of November 1978— and ONE HUNDRED THIRTY-NINE AND 78/100—

Dollars 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 October 1980—

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 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

MICHIGAN AVENUE 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 this trust deed, and also in consideration of the sum of Five Dollars 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 COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

THIS INSTRUMENT WAS PREPARED BY
MICHIGAN AVENUE NATIONAL BANK
OF CHICAGO
30 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS
BY *Richard J. Ingus*

which, with the property hereinafter described, is 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, steam, water, conditioning, window shades, storm doors and windows, floor coverings, indoor 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 terms 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: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (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 ordinance; (7) 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; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (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 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

DELIVERY INSTRUCTIONS
NAME Michigan Avenue National Bank of Chicago
STREET Real Estate Loan Department
30 North Michigan Avenue
CITY Chicago, Illinois 60602
OR
RECORDER'S OFFICE BOX NUMBER 764

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

11528 South Halsted
Chicago, Illinois 60628

12.00

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Property of Cook County Clerk's Office

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THE SOUTH $\frac{1}{2}$ OF LOT 12 IN BLOCK 1 IN PLACERDALE IN THE EAST $\frac{1}{2}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 12 LYING EAST OF
A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 20
CONVEYED TO CITY OF CHICAGO BY CHAIN DEED DOCUMENT NUMBER 10356823
IN COOK COUNTY, ILLINOIS. 24663325

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RECEIVED IN BAD CONDITION

10. 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 of any Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor 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.

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 of the National Trust Department and its corporate seal to be heretofore affixed and attested by its Assistant Secretary, the day and year first above written.

ASSISTANT TRUST OFFICER

MICHIGAN AVENUE NATIONAL BANK, of Chicago

By Nancy Lodigero
ASSISTANT TRUST OFFICER
Attest Eleanor Smith

STATE OF ILLINOIS, ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above ASSISTANT SECRETARY and the 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 ASSISTANT SECRETARY 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 National Banking Association, as Custodian for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as Custodian for the uses and purposes therein set forth, is the duly authorized officer of said National Banking Association and that the said Assistant Secretary is authorized by the instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under My hand and Notarial Seal this 6th day of October, 19 78



FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED 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

herewith under Identification No. 634668
 TRUST COMPANY, TRUSTEE

Carl Huskoc Trustee

Box 764

24 663 325

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16. The instalment note secured by this Trust Deed may be prepaid in whole or in part on any interest payment date without the payment of any premium whatsoever.

17. To provide for payments of taxes, assessments and insurance premiums, stipulated to be paid hereunder, the Mortgagor shall deposit with the Holders of the Note on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth of the annual premium on all such insurance, as estimated by the Holders of the Note. All such deposits as made are pledged as additional security for the payment of the instalment note. The records of the Holders of the Note shall reflect at all times the amount of such deposits, and the Holders of the Note may commingle such funds with other funds or its own funds and make advancements for the payment of such items. At no time shall interest or income be paid to the Mortgagor for the deposit or use of such funds. If default is made in the payment of said deposits, the Holders of the Note may, at its option, charge the same to the unpaid balance of the instalment note and the same shall bear interest at the same rate as the instalment note. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Holders of the Note are authorized to use such deposits for the purpose of paying taxes or assessments or renewing insurance policies or paying premiums thereon. In the event any deficit shall exist or the deposits are so reduced that the remaining deposits together with the monthly deposits will not provide sufficient funds to pay the then current calendar year's estimated taxes or the estimated insurance premium on the last day of said year, the Holders of the Note may, at its option either declare immediately due and payable or add to the unpaid balance of the instalment note secured hereby such a sum which shall, together with the remaining deposits and monthly deposits, provide sufficient funds to pay one year's estimated taxes or insurance premiums on the last day of said year.

18. The Mortgagors, on behalf of themselves, their successors and assigns, agree that in the event title shall be conveyed to or the beneficial interest in a trust shall be assigned or the equity of redemption in the property described herein becomes vested in any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then in such event the Holders of the Note after such transfer of the right, title or interest shall be privileged to increase the annual rate of interest to be paid under the terms of the obligation secured hereunder or to charge a reasonable transfer fee or both. Whenever the Holders of the Note shall elect to increase the rate of interest or charge a transfer fee or both in accordance with foregoing provisions, it shall give written notice specifying the transfer fee or the new rate of interest or and the effective date or such increase shall be the date of the aforesaid transfer of conveyance.

THIS RIDER IS ATTACHED HERETO
AND IS MADE A PART OF THE TRUST DEED
DATED: October 5, 1978

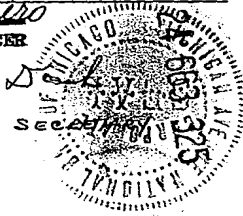
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, (SEAL)

Not individually, but solely as Trustee

under Trust No. 2909 (SEAL)

BY: *Kenay Rodighiero*
ASSISTANT TRUST OFFICER

ATTEST: *Eleanor D. Smith*
ASSISTANT SECRETARY



634668

END OF RECORDED DOCUMENT