

UNOFFICIAL COPY

TRUST DEED

24728078

1978 NOV 20 AM 10 57

Form TD 112

RECORDED OF DEEDS
COOK COUNTY THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 3, 1978, 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 Cook County, Illinois, under Trust Agreement 24728078A — and known as trust number 2233, 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 TWO HUNDRED THOUSAND AND NO/100-----(\$200,000.00)----- 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 payable monthly on the balance of principal remaining from time to time unpaid at the rate of 11.0 per cent per annum as follows:

TWO HUNDRED THOUSAND AND NO/100-----(\$200,000.00)----- 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 12.0 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 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Parcel 1: Lots 5 and 6 in Block 2 in Bald's Subdivision of the North half of the East half of (except the North 1 acre) the North half of the North East quarter of the North East quarter of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian,

Parcel 2: Lot 6 in Block 2 in Park Addition to Ravenswood, a Subdivision of the South half of the East half of the North half of the North East quarter of the North East quarter (except the 1 acre off North End) of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, 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, gas, air conditioning, water, light, power, refrigeration 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: (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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due an indebtedness which may be required by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such 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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations to said premises except as 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; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings, appurtenances now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms 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 compliance 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 exercised in 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

NAME BANK OF RAVENSWOOD
STREET 1825 WEST LAWRENCE AVE.
CITY CHICAGO, ILLINOIS 60640
OR
INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 55

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
4727-4741 North Paulina
Chicago, Illinois
(Moniak/Muntiu)

This instrument was prepared by:
IRIS GONZALEZ
BANK OF RAVENSWOOD
1825 West Lawrence Avenue
Chicago, Illinois 60640

Property Clerk

10.00

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 tax 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 and every 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.

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 of judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

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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 said 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 First Party or on said Bank of Ravenswood to pay the principal or interest on the note or to secure thereon any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability being expressly waived by Trustee and by every holder of the note or hereafter to pay the principal or interest on the note, and that no action shall be brought against said First Party and its successors and said Bank of Ravenswood personally or otherwise, the legal holder or holders of said note, or to be executed by a prior trustee hereunder or in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 on behalf of First Party.

IN WITNESS WHEREOF, Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this day and year first above written.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

Attest: *Keith C. Ericksen* VICE-PRESIDENT
Assistant Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Keith C. Ericksen
Vice-President of Bank of Ravenswood and
Assistant Trust Officer of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing as such Vice-President and Assistant Trust Officer, 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of November 1978

Silvia Garcia
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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. *24728078*

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Houston Bayley
Asst. Trustee