

UNOFFICIAL COPY

③ WOC
E 11/21/73

640405

TRUST DEED

367 323

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16-20(PI)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 7th 1979, between The Exchange 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 Bank in pursuance of a Trust Agreement dated March 12th, 1970, and known as trust number 23716, herein referred to as "First Party," and Chicago Title and Trust Co.

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 EIGHTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-ONE and 95/100 (\$284,861.95) Dollars,

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 March 1, 1979, on the balance of principal remaining from time to time unpaid at the rate of

6-1/2% per cent per annum in instalments as follows:
THREE THOUSAND THREE HUNDRED FIFTY-SEVEN (\$3,357.00)

Dollars on the 1st day of April 1979 and THREE THOUSAND THREE HUNDRED FIFTY-SEVEN (\$3,357.00)

Dollars on the 1st 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 1st day of September 1988. 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 Aurora, 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 RALPH WEBER 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 COUNTY OF

Cook, AND STATE OF ILLINOIS, to wit:

- PARCEL 1: LOTS 159 AND 160 IN FRANK C WOODS ADDITION TO MAYWOOD, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 2: LOT 6 IN BLOCK 13 IN STANNARD'S 2ND ADDITION TO MAYWOOD IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A PURCHASE MONEY MORTGAGE

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 lawfully own the same (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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, swings 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:

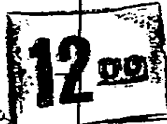
1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good 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 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 or any part thereof, or any other changes 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 and improvements 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 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

NAME | LAWRENCE J. FLYNN
STREET | 122 West Downer Place
CITY | Aurora, Illinois 60506

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

415 W. Roosevelt Rd.
Maywood, Illinois

INSTRUCTIONS OR
RECORDERS' OFFICE BOX NUMBER 533



6680 757-C

24 836 162

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 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or defend from any tax sale or foreclosure affecting any premises or content 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 matter concerning which 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.

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BOOK COUNT, ILLINOIS
FILED FOR RECORD

MAR 21 1979 9 00 AM

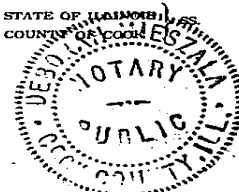
William H. Wilson
RECORDING CLERK

#24886162

THIS TRUST DEED is executed by The Exchange 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 said The Exchange National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that neither herein or in said note contained shall be construed as creating any liability on said First Party or on said The Exchange National Bank of Chicago personally for the payment of the indebtedness hereby secured hereunder, or for the performance of any covenant or agreement herein contained, all such liability, if any, being expressly waived by Trustee and by every person past or hereafter claiming any right hereunder, and that so far as the First Party and its successors, assigns, or any other person or persons are concerned, the legal holder or holders 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, by 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 guarantors, if any.

THE EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally.

By *[Signature]* VICE-PRESIDENT-TRUST OFFICER
Attest *[Signature]* ASSISTANT TRUST OFFICER



DEBORAH MIESZALA
a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that
BEN A ROSEN
Vice-President-Trust Officer of THE EXCHANGE NATIONAL BANK OF CHICAGO, and
Trust Officer RICHARD A. BLOCK

Assistant Cashier of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this 16th day of March 1979 and acknowledged that they signed and delivered the said instrument for 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 Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier'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 16th day of March 1979
[Signature]
Notary Public

My Commission Expires July 27, 1981

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 herewith under Identification No. 640405
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature]
ASST. SECRETARY

END OF RECORDED DOCUMENT