

UNOFFICIAL COPY

TRUST DEED

1979 APR 12 AM 11 41

24917090

RECORDER'S OFFICE
COOK COUNTY, ILL.

APR-12-79 560117 • 24917090 • A — Rec 10.00

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 17 1979, 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 pursuance of a Trust Agreement dated June 21, 1977 and known as trust number 2723, 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 FIFTY TWO THOUSAND FIVE HUNDRED AND NO/100-----(\$52,500.00)-----Dollars, made payable to ~~EXCESS~~ 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 from March 17, 1979 payable monthly on the balance of principal remaining from time to time unpaid at the rate of 10 3/4 per cent per annum in instalments as follows:

Five Hundred Thirty Three and no/100-----(\$533.00)-----

Dollars on the 1st day of May 1979 and Five Hundred Thirty Three and no/100-----(\$533.00)-----

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 April 1984

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 11 3/4 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 situate, lying and being in the COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

Lot 180 (except that part of said lot lying between the Northeasterly line of Lincoln Avenue and a line 17 feet Northeasterly of Lincoln Avenue measured at right angles thereto and parallel with the Northeasterly line of Lincoln Avenue) in Krenn and Dato's Polo Grounds Addition to N. Edgewater being a subdivision in the South West 1/4 of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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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, 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, in-door 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 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 note; (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 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

DELIVER BY
NAME Bank of Ravenswood
STREET 1825 W Lawrence Ave
CITY Chicago, Illinois 60640

INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 55

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

5809 N Lincoln Ave

THIS INSTRUMENT PREPARED BY:

MARILYN WEINKETZ
BANK OF RAVENSWOOD

1825 West Lawrence Avenue
Chicago, Illinois 60640

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...

In order to provide for the payment of taxes and assessments Mortgagee agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments...

The mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed...

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...

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 Land Trust Officer...

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally, By Keith C. Erickson Asst. VICE-PRESIDENT, Attest Eva Higi ASSISTANT LAND TRUST OFFICER

the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Keith C. Erickson Eva Higi Asst. Vice-President of Bank of Ravenswood and Asst. Land Trust Officer of said Bank...

Given under my hand and Notarial Seal this 4th day of April, 1979. Notary Public, MY COMMISSION EXPIRES OCT. 27, 1980

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. CHICAGO TITLE & TRUST COMPANY, TRUSTEE, Dorothy Bailey ASST. SECRETARY

END OF RECORDED DOCUMENT