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CHARGE TO CERT. 24918420

BOOK 10000000, ILLINOIS
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RECORDED BY 04908

TRUST DEED (AMORTIZATION FORM)

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The above space for recorder's use only

THIS INDENTURE, Made April 6, 1979 between Main Bank of Chicago, an Illinois 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 April 6, 1979 and known as Trust No. 79-1382 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 Installment Note bearing even date herewith in the principal sum of TEN THOUSAND AND NO/100 (\$10,000.00) Dollars, made payable to BEARER 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 payable on Demand with interest thereon; which interest is payable monthly at the rate of 3% per annum above the prime interest rate charged by Main Bank of Chicago, Chicago, Illinois from time to time to its largest and most credit-worthy commercial borrowers. Said rate to change on the day of any change in any such corporate base rate.

Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holders of this Note may, from time to time, in writing appoint, and in absence of such appointment then at the Office of Main 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 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:

(SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF)

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 thereon 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-a-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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 be 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, 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; (10) 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 deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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, 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.

DELIVERY	Name	MAIL TO: Main Bank of Chicago 1907 N. La Salle Ave. Chicago, Illinois 60601		or RECORDER'S OFFICE BOX NO. _____
	Street			for information only insert street address of above described property
	City			THIS INSTRUMENT WAS PREPARED BY: Name: <u>Howard S. Boudard</u> Address: <u>1965 N. Milwaukee St. Chicago, Ill.</u>

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LOCATION AND LEGAL DESCRIPTIONS

The subject property is located on the north side of 135th Place on the east side of Indiana Avenue and the south bank of the Little Calumet River.

The legal descriptions, as furnished to us, for the whole property appear in the plat of survey prepared by George J. Chlebicki, Illinois Land Surveyor #1380. The survey is dated April 24, 1970 and known as Drawing #137-E.

Legal Descriptions:

Lot Three (3) except that part lying North of a line described as follows:

Beginning on the West line of the said lot at a point two hundred eighty-nine and six-tenths (289.6) feet North of the Southwest corner thereof, thence Easterly to a point on the East line of said Lot, two hundred seventy and eighteen hundredths (270.18) feet North of the Southeast corner thereof in Lumberyard Subdivision of a part of the Southwest Quarter of Section 34-17-14, East of the 3rd P.M. in Cook County, Illinois.

Excluding the following three tracts:

Tract No. 201-1:

That part of Lot 3 in the Lumberyard Subdivision, being a Subdivision of part of the West 1/2 of the Southwest fractional quarter of Section 34, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which is described as follows:

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Tract No. 201-1:(continued)

Beginning in the West line of said Lot 3 at a point located 282.95 feet North from the Southwest corner of said lot as measured on said West line (said West line being here and East line of Indiana Avenue); thence East at right angles to said line of 16.00 feet; thence North, parallel with and 16.00 feet distant East of said Lot line, for a distance of 40.05 feet to a point on the Southerly Channel line in the Little Calumet River as said channel line is described in Document Number 12293630 as recorded 6 April 1939, in the Cook County Recorder's Office; thence West along said channel line for 16.08 feet to a point on the aforesaid West line of said Lot 3; and thence South along said West line for 41.69 feet, more or less, to the Point of Beginning; containing 0.01501 of an acre, more or less.

Tract No. 201-2:

That part of Lot 3 in the Lumberyard Subdivision, being a Subdivision of part of the West 1/2 of the Southwest fractional quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which is described as follows:

Beginning at the Southwest corner of said Lot 3, and thence extending North along the West line of said lot for a distance of 182.95 feet to a point on said West line (said line being here the East line of Indiana Avenue); thence East at right angles to said Lot line for 6.00 feet; thence South, parallel with and 6.00 feet distant East of said lot line, for a distance of 40.00 feet; thence East at right angles to last described line and at right angles to said Lot line, for a distance of 16.00 feet; thence South, parallel with and 22.00 feet distant East of said West line of Lot 3, for a distance of 137.95 feet, more or less, to a point located 5.00 feet North of

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Tract No. 201-2: (continued)

The South line of said Lot; thence East, parallel with and 5.00 feet North of the South line of Lot 3 for a distance of 65.00 feet; thence South at right angles to the last described line for 5.00 feet to a point on said South line; and thence West on said South line of Lot 3 for a distance of 87.00 feet to the Point of beginning; containing 0.08517 of an acre, more or less,

Tract No. 201E:

That part of Lot 3 in the Lumberyard Subdivision, being a Subdivision of part of the West 1/2 of the Southwest fractional quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which is described as follows:

Commencing in the South line of said Lot 3 at a point located 42.00 feet East from the Southwest corner of said Lot as measured on said South line, and thence extending North at right angles to said Lot line for 5.00 feet to the Point of Beginning; thence West, from Point of Beginning and along a line described as parallel with and 5.00 feet distant North of the South line of said lot, for a distance of 20.00 feet; thence North, parallel with and 22.00 feet distant East of the West line of said Lot 3, for a distance of 8.00 feet; thence East parallel with and 13.00 feet distant North of the South line of said Lot, for a distance of 20.00 feet; and thence South for 8.00 feet to the Point of Beginning; containing 0.00368 of an acre, more or less.

Tract Nos. 201-1 and 201-2 describe the previous fee taking and No. 201E applies to the easement previously taken for a period of five years.

These legal descriptions were furnished to us and are assumed to be essentially correct.

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Property of

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2. The trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and with notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for any days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including state and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed as applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms 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 purports to 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.

9. 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, inability or refusal to act of 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 addition to the principal and interest payments provided for herein, the borrower shall deposit monthly with the holder of the note, in the dates the aforesaid payments are due, a sum equal to 1/12th of the general real estate taxes levied against the real estate described herein, to be applied on account of said taxes when the same become due, using the amount of the last available tax bill as a basis for said deposits. No interest shall be paid by the holder of the note secured hereby, on account of said deposit for taxes. There shall be no obligation upon the holder of the mortgage to obtain any tax bill, or to pay any tax bill, except upon presentation of the current tax bill by mortgagor

(/2) Notwithstanding anything hereinbefore stated, Mortgagor hereby waives and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to said premises subsequent to the date hereof.

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Property of Cook County

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by MAIN BANK OF CHICAGO, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against MAIN BANK OF CHICAGO, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that MAIN BANK OF CHICAGO, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereunder and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, MAIN BANK OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, this 10th day of August, 1939.

MAIN BANK OF CHICAGO As Trustee as aforesaid and not personally,

By Ronald M. Golden
ASSISTANT VICE PRESIDENT - TRUST OFFICER

Attest Genevieve Stachler
ASSISTANT TRUST OFFICER - ASSISTANT CASHIER

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Ronald M. Golden
Assistant Vice-President - Trust Officer of MAIN BANK OF CHICAGO, and

Genevieve Stachler
Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Trust Officer-Assistant Cashier, 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 that the said Assistant Trust Officer-Assistant Cashier then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of August, 1939.
Genevieve Stachler
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 instrument has been identified herewith under Identification No. 041359

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Jane Graves
ASST. SECRETARY

END OF RECORDED DOCUMENT