

# UNOFFICIAL COPY



TRUST DEED 15 AM '77

24 161 255

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 17, 1977, between ROBERT W. DAEHLER, as Trustee, ~~COOPERATION~~ 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 October 15, 1977 and known as Trust Number 301, 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 instalment note bearing even date herewith in the Principal Sum of Four Hundred Thirty-five Thousand and no/100 (\$435,000.00) - - - - - Dollars,

made payable to THE ORDER OF 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 December 1, 1977

on the balance of principal remaining from time to time unpaid at the rate of Eight (8%) percent per annum in instalments (including principal and interest) as follows:

Three Thousand Six Hundred and no/100 (\$3,600.00) Dollars Dollars on the 1st day of January 1978 and (\$3,600.00) Three Thousand Six Hundred Dollars 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 December 1991

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 8 percent 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 Joseph Holleck 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 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, his 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: Lot 1 in the Subdivision of part of the West half of the Northwest quarter of the Southeast quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian, according to plat of said Subdivision recorded May 4, 1956 as document 16570133, in Cook County, Illinois.

Parcel 2: Easement for the benefit of parcel 1 as created by deed from Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated April 6, 1951 and known as trust No. 34974 to West Jarvis Realty Company, an Illinois corporation, dated August 10, 1954 and recorded August 13, 1954 as document 15988568 for ingress and egress of railroad cars and for switchtrack purposes over and across the following described property, to wit:

A strip of land 20 feet in width, being 10 feet in width on each side of the center line of a spur track (as now located and established on said property) running in an Easterly and Westerly direction over and across a part of the West half of the Northwest quarter of the Southeast quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. The center line of said spur track being described as follows: Commencing at the point of intersection of the North line of Jarvis Avenue with a line parallel with and distant 33 feet East, measured at right angles, from the West line of the West half of the Northwest quarter of the Southeast quarter of said Section 26; thence North along the last described parallel line, a distance of 212.79 feet for the point of beginning; thence East parallel with the North line of the West half of the Northwest quarter of the Southeast quarter of said Section 26, a distance of 203 feet to a point of curve; thence Southeasterly along a curved line concave to the Southwest and having a radius of 359.3 feet, a distance of 219 feet to a point of tangency; thence Southeasterly tangent to the last described curve a distance of 65 feet, more or less, to a point distant 2.35 feet Southwesterly, measured at right angles to the center line of said spur track, from the point of "frog" of the present railroad turnout of said spur track; thence Southeasterly along the center line of said present turnout to the point of switch, as the same is now located and established on said property; (except that part falling in parcel 1 and except that part thereof falling within a 20 foot easement as shown on the plat attached to the Grant made by Edward Hines Lumber Company, a Delaware Corporation, to Chicago and Northwestern Railway Company, a corporation of Wisconsin, dated October 11, 1950 and recorded October 18, 1950, as document 14930194).

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Property of Cook County Clerk's Office

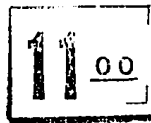
SEE ATTACHED LEGAL DESCRIPTION

which, with the property hereinafter described, as 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 pleased primarily and on a party 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, 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 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 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 to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then

MAIL TO:

[ ]  
[ ]  
[ ]



FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

3550 West Jarvis Avenue

Skokie, Illinois

24  
161  
255

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

This document prepared by:  
Robert W. Daehler  
6741 N. Edgebrook, Chicago, Ill.

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...

24 161 255

THIS TRUST DEED is executed by the Trustee as aforesaid and 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 Trustee)...

By Robert W. Daehler, Trustee

STATE OF ILLINOIS, )
COUNTY OF COOK ) SS



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Robert W. Daehler, Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such...

Date Oct. 17, 1977
Lorraine C. Daehler, 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 Instalment Note mentioned in the within Trust Deed has been identified hereon under the name of CHICAGO TITLE AND TRUST COMPANY, TRUSTEE BY BY Diane C. Moore ASSISTANT SECRETARY

END OF RECORDED DOCUMENT