

**TRUST DEED**

NOTE  
NOV 30 9 AM '77

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Albany Bank & Trust Co.  
GROUP OF DEEDS  
#24216186

16- (1)

Nov 30 9 AM '77

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made November 15, 1977, between ALBANY BANK AND TRUST COMPANY, N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 15, 1977 and known as trust number 11-3395, 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, consequently herewith executed an installment note bearing even date herewith, in the Principal Sum of ONE HUNDRED THOUSAND AND NO/100ths (\$100,000.00) Dollars,

made payable to BEAUFER and delivered, in and by which, and to the First Party, principal and interest of that portion of the trust estate of said said Trust Agreement and hereinafter specifically described, the said principal and interest ~~xxx~~ monthly from date on the balance of principal remaining from time to time unpaid at the rate of 9 1/2% - percent per annum in installments as follows: Nine hundred thirty-two and 13/100ths (\$932.13) Dollars on the First day of February, 1978 and Nine hundred thirty-two and 13/100ths (\$932.13) Dollars on the First day of each and every month thereafter until and not fully paid except that the payment of principal and interest, if not sooner paid, shall be due on the First day of January, 1985.

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 installment unless paid within 10 days shall bear interest at the rate of ~~xxxx~~ per cent per annum, and all of said principal and interest being payable at each 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 Albany Bank and Trust Company N.A. 3400 West Lawrence Avenue, Chicago, Illinois 60625 in said City.

NOW, FURTHER, First Party to secure the payment of the indebtedness evidenced by said note, subject to the limitations of this deed, and also in consideration of the sum of the said principal and interest to be paid, stated in said note, do hereby grant, remise, release, defend and convey unto the Trustee, its successors and assigns, the following described Real Estate, to wit: Being and being in Cook County, Illinois, AND STATE OF ILLINOIS, to-wit:

Lots 39 and 40 in Thomassons 5th Ravenswood Addition to Chicago being a Subdivision of West 1/2 of the East 1/2 and East 1/2 of the West 1/2 of Blocks 21 and 28 in Jackson's Subdivision of South East 1/4 of Section 11 and South West 1/4 of Section 12, Township 40 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

NOTE: Deerfield, IL 60015

11.00

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

FURTHER, with all improvements, tenements, contents, 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 generally and not a party, with and real estate and not accessories, and all operation, equipment or appliances now or hereafter located on the premises used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether such units are centrally controlled, and ventilation, including, without limiting the foregoing, electric window shades, storm doors and windows, floor covering, interior bath, swimming pools and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached thereto or not and it is agreed that all movable, operation, equipment or articles hereinafter 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 terms and conditions set forth

HEREIN ENCLOSED AND AGREED THAT: 1. That the indebtedness advanced 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 encumbrance or other liens or claims for liens not expressly authorized by the face hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises appurtenant to the land hereof, and upon request exhibit satisfactory evidence of the discharge of any lien upon the premises of the holder 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 ordinance, (f) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer 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, (g) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest, (h) 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 monies sufficient either to pay the cost of replacing or restoring 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

DEED NAME ALBANY BANK & TRUST COMPANY N.A.  
STREET 3400 W. LAWRENCE AVE.  
CITY CHICAGO, ILLINOIS 60625

FOR RECORDERS INDEX PURPOSES  
ENSETT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
3232-36 West Lawrence Ave.  
Chicago, Illinois

OR  
RECORDED OFFICE BOX NUMBER -35-  
Prepared By: Roy S. Vargo, Senior Vice President  
Albany Bank & Trust Co., N.A.  
3400 W. Lawrence Avenue, Chicago, Ill. 60625

24216186



UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS TRUST DEED is executed by Victor W. Ulrich, Vice President of Albany Bank and Trust Company, N.Y., and personally delivered to the undersigned on the 18th day of November, 1977. The undersigned, Notary Public in and for said County, in the state aforesaid, do hereby certify that the said Victor W. Ulrich is duly authorized by the Board of Directors of said Albany Bank and Trust Company, N.Y., to execute and deliver the hereinabove described instrument, and that the said instrument is a true and correct copy of the original thereof as the same appears from the minutes of the Board of Directors of said Albany Bank and Trust Company, N.Y., and that the said instrument is a true and correct copy of the original thereof as the same appears from the minutes of the Board of Directors of said Albany Bank and Trust Company, N.Y., and that the said instrument is a true and correct copy of the original thereof as the same appears from the minutes of the Board of Directors of said Albany Bank and Trust Company, N.Y., and that the said instrument is a true and correct copy of the original thereof as the same appears from the minutes of the Board of Directors of said Albany Bank and Trust Company, N.Y.

**ALBANY BANK AND TRUST COMPANY, N.Y.**, as Trustee as aforesaid and not personally.  
By: *Victor W. Ulrich* Senior Vice-President and Cashier  
Attest: *Dolores LaBuda* Assistant Cashier  
Dolores LaBuda  
William L. Papke  
Victor W. Ulrich  
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 Vice-President, Trust Officer, and 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 Albany Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and that 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 18th day of November 1977  
*[Signature]*  
Notary Public

IMPORTANT R-1271  
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 State mentioned in the within Trust Deed has been identified herewith under Identification No. *62291170*  
**CHICAGO TITLE AND TRUST COMPANY, TRUSTEE**  
BY *[Signature]* Trustee  
ASSISTANT SECRETARY

24216166

END OF RECORDED DOCUMENT