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TRUST DEED 24 228 265

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THIS INSTRUMENT WAS PREPARED BY
S. MICHAEL PECK
of LIEBERMAN, LEVY, BARON & STONE LTD.
150 N. WACKER DR., CHICAGO, ILL. 60606

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made November 3, 19 77, between ~~Amegy National Bank~~ ~~Bank Trust Company~~ ~~Banking Association~~, 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 18, 1977 and known as trust number 2906, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of SIXTY-ONE THOUSAND SIX HUNDRED AND No/100----- (\$61,600.00) Dollars, made payable to BEARER and delivered, in and by which said Principal 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 on April 8, 1978 with interest thereon until maturity at the rate of ten (10%)

per cent per annum, payable ~~monthly~~ ~~on the~~ 1st day of January, 1978 and on the first day of each month thereafter until the maturity hereof;

all of said principal and interest bearing interest after maturity at the rate of ~~ten~~ ~~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 Mid Town 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:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A.

*with the appurtenances, fixtures and any and all articles of personal property (including general intangibles, contract rights, equipment and condemnation awards) thereto appertaining or belonging

EXHIBIT A

Parcel 1:

The South 24 feet of the North 48 1/2 feet of the West 120 feet of Lot 9 in Block 2 in Sheffield's Addition to Chicago in the North West quarter of the South West quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

That part of Lots 9 and 10 in Block 2 in Sheffield's Addition to Chicago described as follows: Commencing at a point on the East line of Orchard Street, 48.50 feet South of the North line of Lot 9 aforesaid, thence East 125 feet, thence South 25 feet, thence West 125 feet, thence North 25 feet to the place of beginning (except the South 8 inches thereof) also known as the North half of Lot 4 in the County Clerk's Division of the East half of lots 9, 10 and 11 and the North quarter and the South quarter of Lot 12 in Block 2 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

North Twenty Four-One Half (24 1/2) feet of the West One Hundred Twenty Five (125) feet of LOT NINE (9) in Block Two (2) in Sheffield's Addition to Chicago, in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian.

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14-3-300-026
05-85-081 K

OF RAVENSWOOD, an Illinois

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C.T.S.

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Property of Cook County Clerks' Office

OF RAVENSWOOD, an Illinois

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 par 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 used 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 here- in 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 re- pair, 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 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 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 improve- ments 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 here- by, 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 addi- tional 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 hereinbefore 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 affect- ing said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in con- nection 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 a part of addi- tional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 6 1/2 per cent per annum, fraction 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.

D E L I V E R Y INSTRUCTIONS
NAME | S. Michael Peck
STREET | 150 N. Wacker Dr.
CITY | Chicago, Ill.
60606
OR
RECORDER'S OFFICE BOX NUMBER | BOX 533

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1877, 1901, 1903 N. Orchard,
Chicago, Illinois
4 228 265

RIDER TO TRUST DEED DATED NOVEMBER 3, 1977,
BY BANK OF RAVENSWOOD, AN ILLINOIS BANKING
ASSOCIATION, AS TRUSTEE UNDER TRUST AGREE-
MENT DATED OCTOBER 18, 1977 AND KNOWN AS
TRUST NO. 2906, AS FIRST PARTY, AND CHICAGO
TITLE AND TRUST COMPANY, AN ILLINOIS COR-
PORATION, TRUSTEE

11. To further secure the payment of said principal sum of money and interest thereon, First Party (hereinafter in this Rider referred to as "Mortgagors") agree, if the holders hereof shall request, to deposit with the holders of the note on the 1st day of each month, commencing January 1, 1978, until the indebtedness hereby secured, shall have been fully paid, an amount equal to such sums as the holders hereof shall request on account of annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the holders of the note in accordance with the terms and provisions of this paragraph 11, without any allowance of interest, and may be applied by said holders toward payment of taxes, special assessment levies and insurance premiums when due, but the holders of the note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. Mortgagors agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess hereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall not be considered to be held by the holders hereof in trust and that the holders shall not be considered to have consented to act as the Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holders of the note may at their option, without being required to do so, apply any moneys at the time on deposit on any of Mortgagors' obligations herein or in the note contained in such order and manner as the holders of the note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

12. In the event the Mortgagors sell, transfer or otherwise dispose of the premises or permit a lien to be placed upon the premises, whether to secure a loan or other obligation, or otherwise, or any of Mortgagor's beneficiaries sell, transfer or otherwise dispose of or permit a lien to attach to his interest in Mortgagor, the holder hereof shall have the right to accelerate the installments of principal and interest due hereunder.

13. In the event that the holder hereof shall, in good faith, deem itself insecure, the holder shall have the right to accelerate the installments of principal and interest due hereunder.

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14. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the mortgaged premises subsequent to the date of this Trust Deed.

15. This instrument shall also be construed as a Security Agreement in conformity with the Uniform Commercial Code as the same may be in effect from time to time in the State of Illinois.

BANK OF RAVENSWOOD, not personally,
But solely as Trustee under Trust
Agreement dated October 18, 1977
and known as Trust #2906

BY: [Signature]
Assistant Vice President

ATTEST:
[Signature]
Assistant Land Trust Officer

Property of Cook County Clerk's Office

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