

UNOFFICIAL COPY

TRUST DEED

24 254 303

Form TD 112 621013

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 2, 1977, 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 10/25/77 and known as trust number 2914, 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 One Million Two Hundred Thousand and No/100 ~~(\$1,200,000.00)~~ Dollars,

made payable to 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 payable monthly on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum as follows:

One Million Two Hundred Thousand and No/100 (\$1,200,000.00) Dollars

PAYABLE ON DEMAND PLUS ACCRUED INTEREST

Neither I-C REALTY & DEVELOPMENT CORP., nor its parent, INDOOR-GATEWAY CORPORATION, shall have any liability under this Trust Deed or the Note secured thereby.

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 11.5 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:

See Rider attached hereto and made a part hereof.

"RIDER" A tract of land, which includes portions of Lots taken for the opening of Ogden Avenue, described as follows:

Lots 67 through 81 and 96 through 102 (except the North 20 feet of said Lot 102, also except the West 8 feet of Lots 67 through 74 and the West 8 feet of the North 20 feet of Lot 75, also except the east 20 feet of Lots 76 through 81 and that part of the East 20 feet of Lot 75 together with a triangular shaped portion of Lot 74 lying South and South Easterly of a line that is 53.46 feet North Westerly of and parallel to the South Easterly line of North Ogden Avenue as opened and extended) all in C. J. Hull's Subdivision of Block 51 in Canal Trustees' Subdivision of the North Half and the North Half of the South East Quarter and the East Half of the South West Quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian and the East Half of the South West Quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

ALSO

All of the North-South 10 foot alley lying East of and adjoining Lots 96 through 102 (except the North 20 feet of Lot 102) in C. J. Hull's Subdivision of Block 51 aforesaid, in Cook County, Illinois.

ALSO

621013

That part of the West 10 feet of North St. Michael's Court lying South of the South line of West Menomonee Street extended East, and lying Northerly of a line that is 53.46 feet North Westerly of and parallel to the South Easterly line of North Ogden Avenue as opened and extended in Cook County, Illinois.

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Property of Cook County Clerk's Office

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 a time as the 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 unit 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 mechanics 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 all taxes, 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 the 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 repairing the same or to pay in full the indebtedness secured hereby, 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

DELIVERED TO REGISTERED INSTRUMENTS DIVISION

NAME: **BARBARA OF RAVENSWOOD**
 STREET: **WEST LAWRENCE AVE.**
 CITY: **CHICAGO, ILLINOIS 60640**

OR

RECORDS OFFICE BOX NUMBER: _____

989235

TRUSTEE'S DUPLICATE ORIGINAL WITH REPAIR

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

9235

DEC 20 3 00 PM '77

REGISTRATION OF THIS INSTRUMENT WAS PREPARED BY _____

206619

2A 25A 503

