

TRUST DEED

Prepared By: Robbins, Coe, Rubinstein & Shafran, Ltd.  
69 W. Washington Street, Suite 1600  
Chicago, Illinois 60602

25453468

16-20(PI)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 25 1980 between Exchange National Bank of Chicago, a National Banking Association, 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 October 16, 1978, and known as trust number 34580, 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 Two Hundred and Ninety-Five Thousand (\$295,000.00) Dollars,

made payable to 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 on the balance of principal remaining from time to time unpaid at the rate of 17% per cent per annum in instalments as follows:

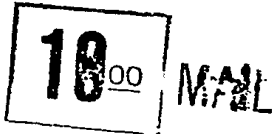
Four Thousand Two Hundred and Forty-One and 51/100 (\$4,241.51) Dollars on the 15th day of May 1980 and Four Thousand Two Hundred and Forty-One and 51/100 (\$4,241.51) Dollars on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of May 19 81 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 seven 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 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:

Lot 53 in Snow and Dickison's Sub-Division of the South 20 Acres of the Southeast Quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1980 MAY 12 AM 11 22



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 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, 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 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 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, 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

NAME Edward S. Salomon  
STREET Robbins, Coe, Rubinstein & Shafran, Ltd., 69 W. Washington Street, Suite 1600  
CITY Chicago, Illinois 60602  
OR  
INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER

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



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UNOFFICIAL COPY

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, then 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, and may, but need not, make full or partial payments on principal or interest on any such policies, and may, but need not, discharge any such tax and assessment, or file a claim thereon, or make any payment or perform any act hereinafter set forth in connection therewith, including attorneys' fees and any other expenses added by Trustee or the holders of the note or incurred by Trustee or the holders of the note in connection therewith, provided that the lien secured hereby 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 the 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.

11. Mortgagors shall deposit, as directed by the holder of the Note, funds to amortize taxes, assessments and insurance premiums, and shall deposit as directed by the holder of the Note insurance policies, tax and assessment bills and receipts, extended coverage and such other insurance as the holder of the Note may request from time to time.

12. In the event the mortgagors transfer the title or any part hereof or any interest therein, legal or equitable, or if the mortgagors execute Articles of Agreement for Deed, or a Contract of Sale for the property described herein, or upon assignment of the beneficial interest of the Trust under which Title to the property is held to any person or entity other than the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable and upon demand by the holders of the Note secured hereby, the mortgagors promise to pay the same forthwith.

13. The mortgagors hereby waive any and all rights of redemption from sale under any order of decree or foreclosure pursuant to rights herein granted, on behalf of said mortgagors, and each and every person acquiring an interest in and title to the herein described premises subsequent to the date of this trust deed and on behalf of all other persons to the extent permitted by the provisions of Ch. 17, Sec. 12-B of the Illinois Real Estate Act.

THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, in and to the use and authority conferred upon and vested in it by said Trustee and said Exchange National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument, and it expressly understands and agrees that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any other express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Exchange National Bank of Chicago personally are concerned, the said holder or holders of said note and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner hereinafter provided or by action to enforce the personal liability of the mortgagors.

IN WITNESS WHEREOF, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its first and true Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Trust Officer the day and year first above written.

EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally.  
By *[Signature]* VICE-PRESIDENT-TRUST OFFICER  
Attest *[Signature]* ASSISTANT CASHIER-TRUST OFFICER  
IRENE M. STORCE BEN A. ROSEN

STATE OF ILLINOIS  
COUNTY OF COOK  
I, *[Signature]*, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that BEN A. ROSEN Vice-President-Trust Officer of Exchange National Bank of Chicago, and *[Signature]* Assistant Cashier-Trust Officer 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-Trust Officer, respectively, appeared before me this day, or personally and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and in the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Cashier-Trust Officer then and there acknowledged that said Assistant Cashier-Trust Officer, as such Assistant Cashier-Trust Officer, did affix the seal of said Bank to said instrument as said Assistant Cashier-Trust Officer to own 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 16th day of May, 1938.  
*[Signature]*  
Notary Public.  
DECEMBER 14, 1938

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.

*[Signature]* Trustee

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END OF RECORDED DOCUMENT FILE