

# UNOFFICIAL COPY

## TRUST DEED

25073905

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 23 1979, between East Side Bank and Trust Company, 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 July 14, 1979 and known as trust number 1208, herein referred to as "First Party," and

East Side Bank 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 ONE HUNDRED FIFTEEN THOUSAND and n/100 Dollars, made payable to the order of bearer or East Side Bank and Trust Co. 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 July 23, 1979

on the balance of principal remaining from time to time unpaid at the rate of 13 per cent per annum in instalment (including principal and interest) as follows: One Thousand Seven Hundred Eighteen and no/100 Dollars

on the 15th day of August 19 79, and One Thousand Seven Hundred Eighteen

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 July 1989. 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 13 per cent per annum, and one-twelfth (1/12) of the interest calculated at said annual rate upon the unpaid balance of the principal sum due as of the last day of each month shall be added to the unpaid balance of the principal sum on the first day of the next succeeding month, 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 East Side Bank and Trust Company 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lots 26 and 27 in Block 31 in Taylor's First Addition to South Chicago, a Subdivision of part of the North Fractional Half of Fractional Section 8, Township 37 North, Range 15 East of the Third Principal Meridian.

10.00

COOK COUNTY, ILLINOIS  
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This document prepared by  
Marcia D. Kieltyka  
10635 Ewing Avenue  
Chicago, Ill. 60617

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 parity with all 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), across, window shades, storm door and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically situated on the premises 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 liens 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 liens 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 ordinance; (f) 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; (g) pay in money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders 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 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

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STREET East Side Bank and Trust Co.  
CITY 10635 Ewing Avenue  
Chicago, Illinois 60617

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

10058-63 Avenue N,  
Chicago, Ill. 60617

INSTRUCTIONS OR  
RECORDERS OFFICE BOX NUMBER BOX 533

26-08-114-024  
26-70-844 K

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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 of principal or interest on the note, or discharge, discharge, or settle any tax lien or other lien or claim or other debt or demand from any tax or other authority or for any tax or other purpose affecting said premises or contract, any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction 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.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note or attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title in Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of notice, without regard to the solvency or insolvency of the debtor or the receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be less or more than the amount of the indebtedness secured hereby. The receiver shall be empowered to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect the rents, issues and profits of said premises, and either trustee or receiver may, in his discretion, accept for the protection, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to such lien or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee or the holders of the note shall have no duty to examine the title, location, existence, or condition of the premises nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or Trustee, and it may require bond from any person to whom it may be required to render assistance.

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and submit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification reciting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee, it may accept as the genuine note herein described any note which purports to be executed in the same manner as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may sign any instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in case of the resignation, death or refusal to act of Trustee, the then Recorder or Registrar of Titles in which the premises are situated shall be Successor Trustee, and any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

**12. Any conveyance or contract effecting the title of the mortgagors herein made without express consent of the East Side Bank and Trust Company shall constitute a breach of this agreement and render the then unpaid balance of this mortgage due and payable on demand.**

THIS TRUST DEED is executed by East Side Bank and Trust Company, 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 East Side Bank and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said East Side Bank and Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant or implied covenant contained, all such liability, if any, being expressly assumed 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 East Side Bank and Trust Company personally are concerned, the legal holder or holders of said note and the owner of the premises hereby secured shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereon in the manner herein and in said note provided or by action to force the personal liability of the guarantor, if any.

East Side Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_, the day and year first above written.

EAST SIDE BANK AND TRUST COMPANY A Trustee as aforesaid and not personally,  
By \_\_\_\_\_

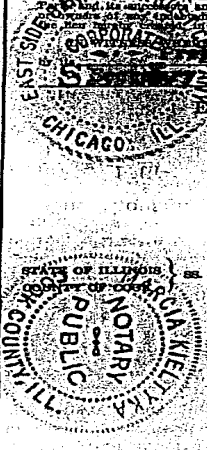
Attest \_\_\_\_\_

I, Marcia Kleitzyka  
Joseph J. Olivieri  
Dennis Radowski  
of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_

Secretary  
President  
Secretary

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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said \_\_\_\_\_ at the expiration of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said \_\_\_\_\_ 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 23rd day of July 1978  
By Marcia Kleitzyka  
My Commission Expires July 13, 1981



**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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 25073905  
Trustee