

TRUST DEED

25 350 366

FEB 05 '80 67 62 197K

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS MORTGAGE, Made January 26 19 80, 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 December 31, 1979 and known as trust number 1227, 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 TWENTY THOUSAND and no/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 January 26, 1980

on the balance of principal remaining from time to time unpaid at the rate of fourteen per cent per annum in instalments (including principal and interest) as follows: Three Hundred Seventy-four & 81/100 Dollars

on the 10th day of March 19 80, and Three Hundred Seventy-four & 81/100 Dollars on the 10th 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 10th day of February 19 87. 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 8 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 situate, lying and being in the COUNTY OF

Cook AND STATE OF ILLINOIS, to wit: PLOTS 25, 26, 27, 28, 29 and 30 in Block 35 in Notre Dame Addition to South Chicago a subdivision of the south 3/4 of fractional Section 7, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, 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 in a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto 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, leader heads, swings, 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.

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, and without waste, and free from mechanic's or other liens or claims for lien 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 lien to Trustee or to holders of the note; (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 with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 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 clauses 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: East Side Bank and Trust Co. STREET: 10 635 Ewing Avenue CITY: Chicago, Ill. 60617 FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 2808 E. 104th St. Chicago, Ill. 60617 INSTRUCTIONS OR BOX 533 RECORDER'S OFFICE BOX NUMBER

1000

Edw. H. Allen RECORDER OF DEEDS

COOK COUNTY, ILLINOIS FILED FOR RECORD 1980 FEB -5 PM 1:33

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; these Trustees or the holders of the note may, but need not, make any payment or perform any act herebefore 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 thereon, or redeem from any tax sale or forfeiture affecting covered any tax or assessment. All proceeds and all moneys paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustees or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustees 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.

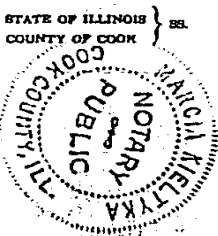
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THIS TRUST DEED is executed by East Side Bank and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee in and to said County, Illinois, hereby warrants that it possesses 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 accruing hereunder, or to perform any covenant either 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 East Side Bank and Trust Company personally are concerned, the legal holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby covered for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, East Side Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, _____, 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, as Trustee as aforesaid and not personally,
By _____
Attest _____



I, Marcia Kieltyka, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Joseph J. Olivieri, Casimir Janik _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____, then and there acknowledged that said _____ as custodian 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 Notary Seal this 26th day of January, 19 80
Marcia Kieltyka
Notary Public

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. _____ Trustee