

UNOFFICIAL COPY

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* Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the then prime lending rate of Central National Bank in Chicago (or its successors) plus 2.0 per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus 5.0 per cent per annum over the said prime lending rate, provided, however, that said interest rate in no event shall be less than 10.0 per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of such change.

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 as 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 said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, airconditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, fly in doors and windows, floor coverings, insofar 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 the 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) 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 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 building now or at any time in process of erection upon said premises except as required by law or municipal ordinance; (5) 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; (6) pay in full under protest, in the amount provided by statute, any tax or assessment which First Party may desire to contest; (7) 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 compliance 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 BANK OF RAY WENSWOOD
STREET 1825 WEST WARENCE AVE
CITY CHICAGO ILLINOIS 60648
INSTRUCTIONS OR
RECORDER'S OFFICE B X NUMBER 144

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

Chicago, Illinois
Peterson Bank
3232 W Peterson Ave
This instrument was prepared by MARK RUBERT
This instrument was prepared by Ref: Centanne
Mark Rubert, Peterson Bank,
3232 W. Peterson Ave. Chicago, Ill. 60659

25735694

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 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 said premises, of any and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contents 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 mortgaged premises and the lien hereon, plus reasonable compensation to Trustee 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 without notice and with interest thereon at the rate of seven 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.

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 premises subsequent to the date of this Trust Deed.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

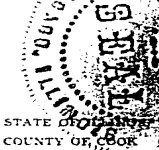
Silvia H. Higi

1980 FEB 15 AM 9 07

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THIS TRUST DEED is executed by Bank of Ravenswood not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in said Bank of Ravenswood (and said Bank of Ravenswood) and agreed that nothing herein or in said note mentioned shall be construed as creating any liability on said First Party or on said Bank of Ravenswood 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 or said Bank of Ravenswood, personally are concerned, the legal holders of the said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by a lien to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Assistant Trust Officer, and the same to be attested by its Assistant Trust Officer this day and year first above written.



BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

Cecil Gonnerman VICE-PRESIDENT

Eva Higi ASSISTANT TRUST OFFICER

Attest *Cecil Gonnerman* the undersigned

Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY, that

Cecil Gonnerman Vice-President of Bank of Ravenswood and

Eva Higi Assistant Trust Officer of said Bank, who are personally known to me to be by some persons whose names are subscribed to the foregoing as such

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 Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Trust Officer's 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 7th day of February, 1980

Silvia H. Higi

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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 653934

CHICAGO TRUST & SAVINGS COMPANY, TRUSTEE

James J. Starnes ASST. SECRETARY

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