TRUST DEED 26 445 148 338



(AMORTIZATION FORM/IND)

THIS INDENTURE, Made

SAMUEL J. ABRAHAM, a Widower together with its successors or assigns, as "First Party," and MAIN BANK O CHICAGO an Illinois corporation herein referred to as TRUSTEE, witnesseth:

herein referred to,

(SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF)

THAT, WHEREAS First Party has concurrently herewith executed a promissor, note bearing even date herewith Forty Thousand and no/100-in the Principal Sum of _ MAIN BANK OF CHICAGO made payable to BEARER_

. payments as follows: \$400.00 Dollars _ , and ____\$40(_00 January 19 83 day of 3rd Dollars on the day of each montin thereafter, to and including the 3rd day of November , with a عا 19_1 final payment of principal and interest due on the 3rd day of <u>December</u> _, together with interest from on the principal balance from time to time unpaid computed at the rate of *"p" plus one & one-half _ per cent per annum pavable monthly _commencing on the _ _day of _ January 3rd 83, and continuing on the month day of each. thereafter: and if any payment of principal or interest is not paid when due, then interest thereafter on the unpaid principal amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth above, which rate shall continue in effect until all past due principal and interest payments and post-maturity rate

interest due as a result thereof have been paid; and all of said principal and interest shall be 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 MAIN BANK OF CHICAGO in said City. 26 AAC 26 445 148 _ in said City.

MAIN • "P" as used herein shall stand for the prime rate of interest from time to time in effect at **BEANK OF CHICAGO. The Bank's "prime rate" as used herein shall mean at any time the rate per annum then established by the Bank as being its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Bank's prime rate, all as shown on the books and records of the Bank. The rate at which interest accrues on said Note shall change from time to time concurrently with each change in said prime rate.

Probability of Collings Clark's Officers in the other vision of the visi NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest due on said Note in a cord unce with the terms and conditions thereof and of this Trust Deed, and the payment of any other indebtedness, obligations and liabilities of the First Party to the holders of the Note, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several, including but not limited to the guaranty or guaranties (whether now existing or hereafter arising) of any indebtedness owing by a person, partnership or corporation to the holders of the Note; 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 11 in Block 1 in Picket's Addition to Chicago in Assessor's Division of the Northeast Quarter and the East Half of the Northwest Quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian.

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COOK COUNTY ILLINOIS FILED FOR RECORD

Sidney M. Olsen

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1982 DEC 21 PH 12: 55 THIS DOCUMENT IS BEING RERECORDED TO CORRECT MARITAL STATUS.

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which, with the property hereinafter described, is referred to herein as the "premises,"

D Name L	Main Bank of Chicago
V Street	1965 No. Milwaukee Avenue
E R City	Chicago, Illinois 60647

THIS DEED PREPARED BY: Main Bank of Chicago 1965 No. Milwaukee, Chgo.III. 60647 or RECORDER'S OFFICE BOX NO. 538 for information only insert street address of above described property.

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TOGETHER with all imprements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during a such times as First Party, its successors or assigns firally be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondo ay, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, rei iger times, the foregoing, screens, window shades, storm and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether a sically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party its su cessors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises to ... id Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trust

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of "in failure of First Party, to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be so e c unaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens, claims for no second mortgages, or the like; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises; (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 lav or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special assessments, water charges, sever service charges, an 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 in note on hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for ray... to 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 of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and deliver all policies, in sudir additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten day, or or to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinh fore... Forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encuml raves, if any, and purchase, dischange, compromise or se them on account of any of the provisions of this paragraph.
- The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments me 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 of claim thereof.
- 3. At the option of the holders of the Note and without notice to the First Party, 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 to comply with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph 1 hereof and such failure shall continue for three days, said option to be exercised at any time after the expiration of said three-day period.
- 4. 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, whether arising before or after the filing of such suit all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for attorneys' fees, praiser's fees, appraiser's fores, 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 as 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 post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rates set forth therein, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plain-tiff, 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 comm 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 other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to First Party, as its rights may appear.

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7. Trustee or the holders of the Note shall have it e right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, e. istence, 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 to 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 the agents are mployees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this Trust Deed and the lien thereof by prope instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execut ar deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 'ote representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is 10 sate of a successor Trustee, such successor Trustee may accept as the genuine Note herein described any Note which bears a certificate of identification remotting to be executed by a prior Trustee here under or which conforms in substance with the description herein contained of the Note and when the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any Note which may be property 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 resign by instrument in writing filed in the office of the Recorder or Registra, of "thes a which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dec', of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, pow is and authority as are herein given Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Upon request from the holders of the Note, the First Party in addition to the principal interest payment povided therein shall deposit monthly with the holders of the Note on the dates the aforesaid payments are due, a sum equal to 1/12 of the general real state taxes levied against the premises and/or the cost of insurance on the premises in an amount not less than the lien hereof, to be applied on act ount? said taxes and/or said insurance when the same shall become due, using the amount of the last available tax and/or insurance bill, whatever the early be, as a basis for the respective deposits. No interest shall be paid by the holders of the Note secured hereby, on account of said deposit for tax s are for insurance. There shall be no obligation upon the holders of the Note to obtain any tax and/or insurance bill, or to pay any tax and/or insurance of the cost of tax s are for insurance. The same that the same of the deposits then available is sufficient to cover the cost of tax s are.

12. Notwithstanding anything here before stated, First Party hereby waives any and all rights or redemption from sale under order of the ree of foreclosure of this Trust Deed on behalf of the First Party and each and every person, except decree or judgment creditors of First Party, on ring any interest in or title to said premises subsequent to the date hereof.

13. Without the advanced written consent of the holders of the Note, First Party does further covenant and agree that it will not transfer, convey or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises or the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof under articles of agreement for the issuance of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further, in the event of any such transfer by the First Party without the advanced written consent of the holders of the Note, the holders of the Note, in their sole discretion, and without notice to the First Party, may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance null and void. The acceptance of any payment after any such transfer or conveyance shall not be construed as the consent of the holders of the Note to such transfer, nor shall it affect the right of the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.

14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make, execute and deliver in the name of the First Party or any subsequent owner of premises, any release or other instrument that may be required to recover any such award; and to endorse checks in the name of the First Party.

15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note all its right, title and interest in and to such proceeds, and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the First Party. At the option of the holders of the Note and in their sole discretion, without any obligation to do so, the insurance proceeds may be used to repair, restore or rebuild any buildings or improvements now or hereiter on the premises which may become damaged or destroyed. Refusal on the part of the holders of the Note to release the insurance proceeds for any such repairs, restoration or rebuilding shall not relieve the First Party of its obligations under paragraph 1 hereof.

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nore often request of the holders of the Note, the Note, co. of at least a balance sheet and a s	a report of the operations tatement of profit and loss. or other consensual lien the	of the premises, prepare	ed by accountants accept eral assignment of the ber	able to the holders of neficial interest in the	
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STATE OF ILLINOIS COUNTY OF COOK	C			· - ·	
I, Samuel J. Abraham	ambout _	Notary Public in and	for the County and State	e aforesaid, do hereby	
respectively subscribed to the foregoing instrument,		av a pe sor and ackno	wledged to me that they	heing themunto duly	
authorized, signed and delivered said instrument as t	heir own free and voluntar	y act and as t' e free and	voluntary act of said co	rporation, for the uses	
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