

TRUST DEED

1983 MAR 23 PM 12 15
COOK COUNTY RECORDS

687664

26544532

MAR-23-83 736066

26544532 A - REC

10.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 9 19 83, between Bank of Ravenswood, 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 09/09/77 and known as trust number 2833, herein referred to as "First Party," and Chicago Title 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 SEVENTY THOUSAND AND NO/100-----(\$70,000.00)----- Dollars, made payable to Bank of Ravenswood 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 date hereof on the balance of principal remaining from time to time unpaid at the rate of 14.50 per cent per annum in instalments as follows:

NINE HUNDRED FIFTY FIVE AND 85/100-----(\$955.85)----- Dollars on the 1st day of April 19 83 and NINE HUNDRED FIFTY FIVE AND 85/100-----(\$955.85)----- Dollars on the 1st 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 1st day of September 19 85

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; provide that the principal of each instalment unless paid when due shall bear interest at the rate of 17.50 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 Ravenswood 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:

Parcel 1: Lot 23 (Except the South 57.74 Feet thereof) in S. E. Gross Subdivision of Block 1 in William Lill and the heirs of Michael Diversey's Division of the South-westerly 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Parcel 2: A strip of land 10 Feet wide off the North end of Lot 29 (Extending from the East line to the West line) in S. E. Gross Subdivision aforesaid the Southern line of said strip being 10 Feet (Measured at right angles) South of and parallel to the line between Lots 22 and 29 in said Subdivision all 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 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, heater beds, awnings, stairs 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 liens 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 note; (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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations to 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 to 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

DELIVER TO: NAME Bank of Ravenswood
STREET 1825 West Lawrence Avenue
CITY Chicago, Illinois 60640

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

2816 North Lincoln
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:

JANICE L. JOHNSON

BANK OF RAVENSWOOD
1825 West Lawrence Avenue
Chicago, Illinois 60640

INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 55

This instrument was recorded in

509-67-605
AND
TRM

26544532

1000

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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys 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 as lien hereof, plus reasonable compensation to Trustee for such 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 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.

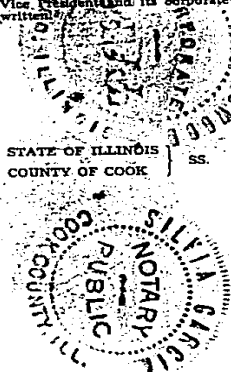
If all or any part of the property or an interest therein is sold or transferred by borrower with out Lender's prior consent, excluding, a) the creation of a lien or encumbrance subordinate to this Mortgage, b) the creation of a purchase money security interest for household appliances, c) a transfer by devise decedent or by operation of law upon the death of joint tenant or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

In order to provide for the payment of taxes and assessments Mortgagee agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments, said deposit to be made simultaneously with the payment of principal and interest above described. Should taxes, when due, exceed such deposits, then the Mortgagee agrees to immediately pay such differences on demand. Failure to make such additional deposits shall be considered a default under the terms of this agreement. Said escrow deposits shall be in a non-interest bearing account.

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 it as such Trustee (and said Bank of Ravenswood hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in said note contained 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 hereunder, or to perform any covenant either express or implied hereunder, or any such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right in or to the said note and that so far as the First Party and its successors and assigns are concerned, the liability of the holder or holders of the said note and of owners of any indebtedness accruing hereunder shall look solely to the premises hereinafter described for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by operation 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 its Corporate Seal to be hereunto affixed and attested by its Assistant Land Trust Officer this day and year first above written.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally.



Attest: *[Signature]* Vice President
[Signature] ASSISTANT LAND TRUST OFFICER

the undersigned
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
Ben A. Rosen, Eva Higi
Vice-President of Bank of Ravenswood and
Land 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
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 Land Trust Officer then and there acknowledged that said instrument as said Assistant Land 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 15th day of March, 1983
[Signature]
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 Instrument Note mentioned in the right of this deed has been identified here-with under Identification No. 687664 CHICAGO TITLE & TRUST COMPANY, TRUSTEE ASST. SECRETARY

END OF RECORDED DOCUMENT