



TRUST DEED

26070028

CTTC 11

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1981 NOV 25 PM 12:58

Sidney R. Olson
RECORDER OF DEEDS

26070028

THE ABOVE SPACE FOR RECORDER'S USE ONLY

168 50 479 M

THIS INSTRUMENT, made November 18, 1981, between
THIRD BAPTIST CHURCH OF CHICAGO, INC., An Illinois not for profit
corporation organized under the laws of the state of Illinois, herein referred to as "Mortgagor," and
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A National Banking Association, herein referred to as
TRUSTEE, witnesseth
THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
TEN THOUSAND AND 00/100

Dollars,
evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from
date hereof on the balance of principal remaining from time to time unpaid at the rate of 18.00 per cent per annum in
instalments (including principal and interest) as follows:

FOUR HUNDRED SIXTEEN AND 40/100 Dollars or more on the first day of January 1982 and FOUR HUNDRED SIXTEEN AND 40/100

Dollars or more on the first 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 first day of June 1984. 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 20 per cent
per annum, and all of said principal and interest being made payable to 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

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO

in said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed,
and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and
WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate,
lying and being in the City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS,
to wit:

LOT 65 IN BLOCK 4 IN BENEDICT'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH
EAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS **

11.00

THIS INSTRUMENT WAS PREPARED BY
MICHIGAN AVENUE NATIONAL BANK
OF CHICAGO
30 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS

which, with the property hereinafter described, is referred to herein as the premises, BY
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 Mortgagor 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, 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, inador 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
mortgagor 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust
deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and
attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

THIRD BAPTIST CHURCH OF CHICAGO, INC.
of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

Ruth A. Dean
President

THIRD BAPTIST CHURCH OF CHICAGO, INC.

BY *Ruth A. Dean*
Assistant Vice President

ATTEST: *Barbara J. Joppa*
Assistant Secretary

STATE OF ILLINOIS, County of Cook, ss. *Ruth A. Dean*
a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT

Barbara J. Joppa
Assistant Vice President of the *Third Baptist Church of Chicago, Inc.*
and *Ruth A. Dean* Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
Assistant Vice President and Assistant Secretary, respectively, appeared before me this *23rd* day of *November*, 1981, 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 Company
for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant
Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as
said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this *23rd* day of *November*, 1981.

Notarial Seal

Ruth A. Dean
NOTARY PUBLIC
COOK COUNTY, ILLINOIS

26070028

80-30-442-035

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics 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 ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or against 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 hereof plus reasonable compensation to Trustee for each matter concerning which acting 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagor.
5. 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.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagor, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
7. 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 for attorneys' fees, Trustee's fees, appraiser's 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, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to 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 may affect the premises or the security hereof, whether or not actually commenced.
8. 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 Mortgagor, its successors or assigns, in their rights as they appear.
9. 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 sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power 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 times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, 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 the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. 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.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatories on the note or trust deed, 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 or a gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. 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 exhibit 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 an identification number purporting to be placed thereon 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 the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 the corporation herein designated as maker thereof.
14. Trustee may resign by 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, inability or refusal of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. 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.
17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.



IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY MICHIGAN AVENUE NATIONAL BANK TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 7398

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO
Mary H. DeGuerre
Trustee
Assistant Secretary

MAIL TO:

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO
Real Estate Mortgage Loan Department
30 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60602

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

6846 South Sangamon, Chicago, IL

PLACE IN RECORDER'S OFFICE BOX NUMBER 764

26070028

UNOFFICIAL COPY

18. In the event the beneficiary of the Land Trust herein sells, assigns, transfers, or hypothecates in any way all or any portion of the beneficial interest in the property which is the corpus of the trust herein, then and in that event the balance remaining on the installment note secured by this mortgage shall then become due in full immediately with all interest and other costs to the date hereof. The failure of the beneficiary to report the same to the mortgagee and to make payment in full is an act of default and the mortgagee or its assigns may proceed to take whatever remedies it desires at law at the additional expense of the beneficiary.

19. The installment note secured by this Trust Deed may be prepaid in whole or in part on any interest payment date without the payment of any premium whatsoever.

20. To provide for payments of taxes, assessments and insurance premiums, stipulated to be paid hereunder, the Mortgagor shall deposit with the Holders of the Note on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth of the annual premium on all such insurance, as estimated by the Holders of the Note. All such deposits as made are pledged as additional security for the payment of the installment note. The records of the Holders of the Note shall reflect at all times the amount of such deposits, and the Holders of the Note may commingle such funds with other funds or its own funds and make advancements for the payment of such items. At no time shall interest or income be paid to the Mortgagor for the deposit or use of such funds. If default is made in the payment of said deposits, the Holders of the Note may, at its option, charge the same to the unpaid balance of the installment note and the same shall bear interest at the same rate as the installment note. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Holders of the Note are authorized to use such deposits for the purpose of paying taxes or assessments or renewing insurance policies or paying premiums thereon. In the event any deficit shall exist or the deposits are so reduced that the remaining deposits together with the monthly deposits will not provide sufficient funds to pay the then current calendar year's estimated taxes or the estimated insurance premium on the last day of said year, the Holders of the Note may, at its option either declare immediately due and payable or add to the unpaid balance of the installment note secured hereby such a sum which shall, together with the remaining deposits and monthly deposits, provide sufficient funds to pay one year's estimated taxes or insurance premiums on the last day of said year.

21. The mortgagors, on behalf of themselves, their successors and assigns, agree that in the event title shall be conveyed to or the beneficial interest in a trust shall be assigned to or the equity of redemption in the property described herein becomes vested in any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then in such event the Holders of the Note after such transfer of the right, title or interest shall be privileged to increase the annual rate of interest to be paid under the terms of the obligation secured hereunder or to charge a reasonable transfer fee or both. Whenever the Holders of the Note shall elect to increase the rate of interest or charge a transfer fee or both in accordance with foregoing provisions, it shall give written notice specifying the transfer fee or the new rate of interest or and the effective date of such increase shall be the date of the aforesaid transfer of conveyance.

The address of the trustee for the purpose of all notes acquired under the Illinois Condominium Property Act is Michigan Avenue National Bank of Chicago, 30 North Michigan Avenue, Chicago, Illinois, 60602.

THIS RIDER IS ATTACHED HERETO
AND IS MADE A PART OF THE TRUST DEED
DATED: November 18, 1981

26070028
CORPORATE SEAL OF THIRD BANTON CO. OF CHICAGO, INC. (SEAL)
F. R. [Signature]
H. [Signature] PROS (SEAL)
S.E.C.

END OF RECORDED DOCUMENT