

SC 67-36-36

bank of ravenswood

Chicago Illinois 60640

27047537

Form TD 112 TRUST DEED

APR 17 1984 8 40 55 AM 27047537 4 A REC

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THIS INDENTURE, Made March 28 1984, between Devon Bank, 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 12/23/78 and known as trust number 2701 & 2750, herein referred to as "First Party," and Bank of Ravenswood

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 SIX HUNDRED THOUSAND AND NO/100-----(\$600,000.00)-----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 payable monthly on the balance of principal remaining from time to time unpaid at the rate of 13.50 per cent per annum as follows:

SIX HUNDRED THOUSAND AND NO/100-----(\$600,000.00)-----Dollars PAYABLE ON DEMAND PLUS ACCRUED INTEREST

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 16.50 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 situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE RIDER ATTACHED IS EXPRESSLY MADE A PART HEREOF:

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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 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, fire, fire alarm (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and wind, gas, floor coverings, in and or 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. 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 lien 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 notes; (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 ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in 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 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 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

D E L I V E R Y	NAME	BANK OF RAVENSWOOD	FOR RECORDERS INDEX PURPOSES
	STREET	1825 WEST LAWRENCE AVE.	INSERT STREET ADDRESS OF ABOVE
	CITY	CHICAGO, ILLINOIS 60640	DESCRIBED PROPERTY HERE
	INSTRUCTIONS	OR	4700 North Western Avenue
	RECORDERS OFFICE BOX NUMBER	55	Chicago, Illinois 60625
			(FTP/Adinamis)
			This instrument was prepared by loyce Dwyer

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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 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.

THIS TRUST DEED is executed by **Devon Bank**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **Devon Bank** 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 **Devon Bank** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, 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 of security hereunder, and that so far as the First Party and its successors and said **Devon Bank** personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged 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, **Devon Bank**, 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 Trust Officer this day and year first above written.

Devon Bank, As Trustee as aforesaid and not personally,
By *[Signature]* TRUST OFFICER
VICE PRESIDENT
Attest *[Signature]* ASSISTANT TRUST OFFICER

I, the undersigned, **ANN URBACH**
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
ANNE M. MEISELMAN TRUST OFFICER
Vice-President of **Devon Bank** and **EDWARD IVISON** ASSI. CASHER

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing as such Vice-President and Assistant Trust Officer, 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 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 28th day of March, 1984
[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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 01523
Bank of Ravenswood
[Signature] Trustee
LAND TRUST OFFICER

27047537

UNOFFICIAL COPY

"RIDER"

PARCEL 1: Lots 19 through 22 in Block 1 in Northwest Land Association Subdivision of that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, lying North of right of way of Northwestern Elevated Railroad (except that part of said Lots lying East of a line 50 feet West of and parallel with East line of Section 13 aforesaid), in Cook County, Illinois.

PARCEL 2: Lots 23 and 24 (except the East 17 feet) in Block 1 in Northwest Land Association Subdivision of that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 40 North, Range 13, Lying North of railroad right of way, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3: The South $\frac{1}{2}$ of Lot 11 in William Reeds Subdivision of part of the South $\frac{1}{2}$ of Sections 26 and 27, Township 42 North, Range 12, East of the Third Principal Meridian, together with Lot 18 (except the East 305.371 feet thereof) in Assessor's Division in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian; except that part of said Lot 18 bounded and described as follows: beginning at the intersection of the center of Waukegan Road with the South line of said Section 26; thence East along said South line of Section 26, a distance of 110.41 feet to a point, thence North at right angle from said South line of Section 26, a distance of 50.0 feet to the North line of East Lake Avenue now located and established; thence Northwesterly in a curved line concave to the Northeast having a radius of 60.0 feet and central angle of 90 degrees, 23 minutes, 20 seconds, a distance of 94.61 feet to the East line of Waukegan Road; thence West in a straight line, a distance of 50.0 feet to a point on said center of Waukegan Road; thence Southerly along said center of Waukegan Road, a distance of 110.41 feet to the point of beginning, in Cook County, Illinois.

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END OF RECORDED DOCUMENT