OFFICIAL COP

TRUST DEED

27052022

JPR-19-84 874603

27052022 A - REC

11.20

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

March 22

19 84 , between United Fence Company,

Inc.

herein referred to as "Mortgagors," and

10 AP 84 1: 30

METROPOLITAN BANK AND TRUST COMPANY

an Ulinois banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: TI AT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinaft r 1 scribed, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of

METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors proming pay said principal sum plus simple interest from Date of Disbursement at the rate of 21/ per cent per annum in instalments of principal and interest as follows: Interest only payable monthly---------**-x**khaxxxxxxxxxxxxxxx

payment of principal and interest, i not sooner paid, shall be due on the 20th day of June and the principal of each instalme t unless paid when due shall bear interest at the rate of $15\frac{1}{2}$ 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 METROPOLITAN BANK A ID 1 RUST COMPANY in said City,

NOW, THEREFORE, the Mortgagors to secure the paymen, of the alid principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the overants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receiv thereof is hereby acknowledged, do by these presents CONVEY and WAR-RANT unto the Trustee, its successors and assigns, the following dearened and and of their estate, right, title and interest therein, situate,

lying and being in the City of Chicago to wit:

COUNTY OF COOK

Lots 37 to 47 inclusive and Lot 36 (except the West 3-1/2 feet thereof) in Block 1 in the South half of vacated alley lying North of and adjoining said lots, in Metzger's Subdivision of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, 12 Cook County, Illinois.

TERMS AND PROVISIONS OF THE ATTACHED RIDER "A" ARE INCORPORATED INTO THIS TRUST DEED

THIS IS A JUNIOR MORTGAGE

MATH Chicago, Illinois 60 303

This instructed by thomas E. Isleigh One West Mor oe Street

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

TOCETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues 'd ... 'Its thereof so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real state and secondarily) and all apparetus, ... imprement or articles now or hereafter therein or thereon used to supply heat, gas, air condition is, water light, experiments and including (without restricting the foregoing), sucer was what were refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), sucer was what we will be successful to the controlled of the controlled

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand.... and seal.... of Mortgagors the day and year first above written.

UNITED FENCE COMPANY, INC. [SEAL]	Middled & Hill	[SEAL]
By: DM [SEAL]	Attest:	[SEAL]
STATE OF ILLINOIS. 1 JOSE L. Gar.		

COOK

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Nobert H. Hill and Mildred F Hill

who a t personally known to me to be the same person whose name delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

1749

Notary Public

379 INST LOAN IND 05-324 12-80 1000

THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 indebteness 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 ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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exerpt as required by law or municipal ordinance, except as required by law or municipal ordinance, except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer ice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note dup receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest. In the manner provided by statute, any tax or assess which Mortgagors may desire to contest.

3. Mortgagors may desire to contest, and the providing for payment by the instruct companies of moneys sufficient either to pay the cost of replacing or ing or windstorm under policles providing for payment by the instructe companies of moneys sufficient either to pay the cost of replacing or ing able 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 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 insu about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or increase 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 for feiture need to the state of the set of the state of the note to protect the mortgaged premises and the lien hereof, lays reasonable compensation to Trustee for each natt reoneering which action herein authorized may be taken, shall be so much additional indeed to the state of the stat

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5. The states or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do sac siding to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such 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.

5. Mo, gar, ars shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the non of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this trust deed shall, notwit, anding 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the perform see of any other agreement of the Mortgagors herein contained.

7. When the incoher no service seems and the second of the secon

with might defect the premises or the sec. 15' ereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the pemises or the sec. 15' ereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the pemises 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; escond, all other items which under the terms hereof constitute secure. In bis bis desired to the third, all principal and interest remaining un; do n; the note; the proceeding paragraph hereof; escond, all other items which under the terms hereof constitute, secure in bis bis desired by the note, with interest thereon as herein provided; third, all principal and interest remaining un; do n; he note; both the same shall, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to 1 reclose 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 att, sa, without notice, without regard to the solvency or insolvency of Mortgagors at homestead or not and the Trustee hereunder may be appointed as an excelver. Such receiver shall have power to collect the rents, issues and homestead or not and the Trustee hereunder may be appointed as an excelver. Such receiver shall have power to collect the rents, issues and profits, and all other power. In many the proceeding paragraph hereof, which we have been proceeding any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power. In may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the wool of aid period. The court from time to time may authorize the receiver to apply the net

11. Trustee or the holders of the note shall have the right to inspect the premises at ... "easonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of ne pren ises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the tern's 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 or employ. "I rustee, and it may require indemntiles satisfactory and the structure of the structur

conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the "inc" rument shall have been recorded or filed. In case of the resignation, inability or refusal to act 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 authorit 'as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all person. "All or in the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this trust deed.

16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or refer when payment indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such ref wall or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust end. A raw a secured. In the event of any extensions, modifications or reference to be necessary and need not be filed by secured. In the event of any extensions, modifications or reference and all other indebtedness of how taggors will not, without the prior written consent of the holders of the note, hereofore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to

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

METROPOLITAN BANK AND TRUST COMPANY, as Truste

NAME This instrument prepared by E Thomas E. Raleigh STREET One West Monroe Street 1 Chicago, Illinois 60603 ν E R OR. INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER



722 West 49th Place Chicago, IL

27052022

UNOFFICIAL COPY

RIDER "A"

TAKE NOTICE: The holder of the note secured by this Trust Deta, at its sole option, reserves the right to extend, modify of lenew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this trust Deed shall remain a lien upon the real estate described merein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, Extension Agreements South not be necessary and need not be filed.

In order to provide for the rayment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's 'ax obligation on the last day of each such year during the term of 'his obligation. If the amount estimated to be sufficient or may said taxes and assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. It esaid sums are hereby pledged together with any other accourt of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withlaw the same and apply hereon.

The undersigned, acting pursuant to Section 18A of Charge, 77 of the Illinois Revised Statutes hereby waives any and 11 rights of redemption from sale under any order of decree of foreclosure of this Trust Deed.

In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in the Mortgage given to secure this Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned (or his or her spouse), the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of this Note, the undersigned promises to pay the same forthwith.

27052022