

# UNOFFICIAL COPY

bank of ravenswood  
Chicago, Illinois 60640

## TRUST DEED

69-785-104  
1/04  
1/04

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

85 124 517

1985 JUL 30 PM 12:10 FOR RECORDING 85 124 517

THIS INDENTURE, Made July 18, 1985, between LaSalle National Bank, a Nat'l Banking Association, 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 6/28/85 and known as trust number 109954, 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 here-with in the Principal Sum of  
**ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED AND 00/100---(\$129,500.00)---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 12.00 per cent per annum as follows:

**ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED AND 00/100---(\$129,500.00)---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 15.00 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:

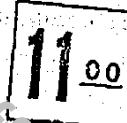
Lots 29, 30 and 31 in Block 2 in Purvis Addition to Edgewater, being a Subdivision of the East 1/2 of the South West 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Tax # 14-05-331-006-0000 5666 N. Ridge Ave., Chicago, Ill.

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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 therefrom 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 whether single units or centrally automated installations, including without restricting the foregoing, screens, window shades, storm doors, sun windows, blind coverings, indoor beds, awnings, stores 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, and to pay all taxes, assessments, license fees and other charges for items expressly subordinated to the liens hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the liens hereof; and (4) furnish to the Trustee, its successors or assigns evidence of the discharge of such particular to Trustee or to holders of the notes; (4) complete within a reasonable time any building or building hereof at any time left incomplete on the 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 the premises; (7) pay before any penalty attaches all general taxes, fire and 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 after 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 erected on the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of repairing the same or to pay in full the indebtedness accrued hereby, to Trustee for the benefit of the holders of the note, such rights to be exercised 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	NAME	BANK OF RAVENSWOOD
E	STREET	1825 WEST LAWRENCE AVE.
L	CITY	CHICAGO, ILLINOIS 60640
I		
V		
E		
R		
Y	INSTRUCTIONS	OR
	RECODER'S OFFICE BOX NUMBER	55

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

This INSTRUMENT WAS PREPARED BY  
5666 Ridge Mary Kay Van De Carr  
BANK OF RAVENSWOOD  
Chicago, Illinois 60640  
(DSC/House 1825 West Lawrence Avenue  
Chicago, Illinois 60640)

This instrument was prepared by Mary Kay Van De Carr

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To expire, to deliver renewal notices not less than ten days prior to the respective due date of expiration, then trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient and may, but need not, make full or partial payments prima facie satisfied in part or in whole if and when paid, the entire principal or a portion of the same or any other sum due thereon from any or all persons or entities named in the note or otherwise entitled thereto, including attorney's fees, and are otherwise advanced by trustee or the holders of the note to protect the most right interests and the rights of the holder of the note shall never be considered as a waiver of any right according to them or account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby certify making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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 thereto.

3. At the option of the holders of the notes, without notice to First Party, its successors or assigns, all unpaid and undischarged amounts by this trust deed shall be accelerated and declared due and payable as immediately in the case of default in making payment of any amount of principal or interest on the note or notes, in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in this trust deed.

4. When the obligations hereby created shall be fully paid, whether for acceleration or otherwise, holders of the note or notes shall have the right to receive

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 thereon, which may be made or incurred by or on behalf of Trustee or holders of the note for attorney's fees, expenses, costs and other amounts expended in connection therewith, including reasonable compensation for all such expenditures and expenses, and reasonable compensation for the services of an attorney to collect the same. Trustee or holders of the note may deduct from the amount of any payment received by Trustee or holders of the note for attorney's fees, expenses, costs and other amounts expended in connection therewith, including reasonable compensation for the services of an attorney to collect the same, the amount of any attorney's fees, expenses, costs and other amounts expended by Trustee or holders of the note for the preparation of the documents necessary to foreclose on the property herein, whether or not actually disbursed.

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 foreclosing proceedings, including attorney's fees and expenses; second, all other items which under the terms of the note or deed of trust are used, overplus to first, by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus to first, to the legal representatives or assigns, as they might appear.

the note, fourth, any overplus to First Party, the legal representatives or agents as they may appear.

15. Upon, or at any time after the filing of a bill in this case, the trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver shall have all the rights and powers which would be given to a receiver appointed under the laws of the state in which the property is situated, for the protection of persons or property, but for the payment of the amount of the principal sum then held and without regard to the value of the property, whether the same shall be then occupied as a home or not and the trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, leases and benefits

that he is required as a Committee or not and the Trustee however may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the property and to manage and let the same and to do all acts which may be necessary for the protection, preservation, control, management and operation of the property during the whole of said period. The court from time to time may authorise the receiver to apply the net income in his hands in payment in whole or in

part of the consideration secured hereby, or by any decree foreclosing this trust deed, or any part of the same, or in case of such decree, provided such application is made prior to foreclosure sale, the special assessment or other levy which may be levied or imposed on the land in such decree.

any power or right, even under express obigation by the terms hereof, nor be liable for any acts of uninsured恐怖ists, except in case of its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnities for itself or for protecting any power herein given.

the note, representing that all unitholders have thereby secured payment in full of the amount of the note, which amount has been paid, which representation Trustee may accept or refuse without notice to Noteholder, and which Noteholder shall be liable to pay to Noteholder the amount of the note, if the note is not paid in full by the due date.

10. Trustees may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which the instrument shall have been recorded or registered, or by letter to the First Party, in which case a copy of the instrument shall be sent to the First Party, and where the release is requested of the original trustees and it has never executed a certificate on an instrument identifying the instrument or the instrument which may be presented and which conforms in substance with the document herein contained of this note.

Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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.

\*to Salle National Bank

LaSalle National Bank As Trustee as aforesaid and not personally.

STATE OF ILLINOIS : SS

As Trustee as aforesaid and not personally.

Assistant View Present

Secretary

## TANTZEN UND CHORE

GEVÖLGEN

SLIM WELTER, ASST. SEC.

Assistant SECRETARY OF STATE

RECEIVED and transcribed the following  
volunteers who have been appointed as Trustee of

**SECRETARY** was the corporate agent of said bank, did after

36th = VIII. v. 25

at this soon day of 19 65

The Installment Note mentioned in the within Trust Deed has been satisfied.

**I M P O R T A N T**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS PAID IN FULL.