

# UNOFFICIAL COPY

**bank of ravenswood**  
Chicago, Illinois 60640  
1825 West Lawrence Avenue

## TRUST DEED

Form TD 111

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 22, 1985, 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 08/08/85 and known as trust number 25-7271, herein referred to as "First Party," and CHICAGO TITLE & 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 here-with in the Principal Sum of

**SEVENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ---- (\$78,750.00) ---- 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 **10.50** per cent per annum as follows:

**SEVENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ---- (\$78,750.00) ---- 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 **13.50** 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 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:

Lot 204 and the North 17 Feet of Lot 203 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of said North West 1/4 of said section which lies North of South 800 Feet thereof and East of Green Bay Road, in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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TX : 14-17-109-001-0000

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

TO THE TRUSTEE 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 thereon or therein used to supply heat, gas, air conditioning, water, etc., power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major 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 heretofore 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 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 hire not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by alien 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 law, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter erected on said premises insured against loss by fire, lightning and other perils, providing for payment by the insurance companies of the amounts sufficient to pay the cost of replacing or repairing the same, to pay in full the indebtedness secured hereby, all costs of collection and in the holding 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	NAME	BANK OF RAVENSWOOD
E	STREET	1825 WEST LAWRENCE AVE.
L	CITY	CHICAGO, ILLINOIS 60640
R	INSTRUCTIONS	OR
V	RECORDERS OFFICE BOX NUMBER	55

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

Tax # 14-17-109-001-0000  
4553-57 N. Beacon

Chicago, IL 60640

This instrument was prepared by \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY:  
JULIANNE DYE

BANK OF RAVENSWOOD  
1825 West Lawrence Avenue  
Chicago, Illinois 60640

(Longer, H. & R.H./Brierton, M.S. - FTP-C/L)

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2. The Taxer or the Collector of the net revenue secured making any payment thereto authorized relating to taxes or assessments may do so according to any bill, statement or estimate presented from the appropriate public office without resort into the treasury of such fair, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, or fact or title to claim thereof.

3. At the option of the holders of the note and without notice to First Party, its extensions or successors, all notwithstanding anything in the note or in this trust deed to the contrary, become due and payable at maturity, if payment of principal or interest on the note or in the event of the failure of First Party or its extensions or successors to do any of the things specifically set forth at paragraph one hereof and such default shall continue for three days, said option to be exercisable at any time after the expiration of said three day period.

5. The proceeds of any future issue of the passbook shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the future proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms herein constitute accrued indebtedness additional to that evidenced by the note with respect thereto as herein generated; third, all principal and interest remaining unpaid on the note; fourth, any overplus to first three, to be apportioned among the then rights as aforesaid.

6. Upon or at any time after the filing of a bill to foreclose the tract, land, the court on which such bill is filed may appoint a receiver of such and personalty. Such appointment may be made either before or after sale, without notice, without regard to the action, and the receiver may be appointed for such an amount of time as the court may determine at the time of application for such receiver.

person or persons of any title for the payment of the indebtedness as such debts, and without regard to the then value of the premises or whether the same shall be then or at any time hereafter due and the Trustee hereunder may at any time apply any sum or sums so received to the payment of any part of the principal amount of the indebtedness or any interest thereon or to the payment of any premium or other sum or charges due or to become due in respect of the indebtedness or to the payment of any costs or expenses of any kind or nature which may be necessary or convenient in respect of the administration or management or operation of any part of the property or assets of the debtor or in respect of any action or proceeding taken by the Trustee hereunder in respect of any part of the property or assets of the debtor or in respect of any claim or right of action or defense of the debtor or in respect of any claim or right of action or defense of any other person or persons or in respect of any other liability or obligation of any kind or nature which may be incurred by the Trustee hereunder in respect of the indebtedness or any part of the same.

3. Treatment of the Headers of the stock shall have the right to inspect the premises of all manufacturers, packers and sellers of the stock.

Trustee has authority to examine the title, location, existence, or condition of the premises and shall be obligated to record this trust deed or an easement over such given unless expressly indicated by the terms hereof, but he shall be liable for any acts or omissions of recorders or assessors of his own choosing or

*[Redacted]* or shall be of the agents or employees of Transco, and it may require indemnification satisfactory to Transco for any damages resulting from such acts.

3. Trustee shall receive the proceeds of the sale of the Trust's assets and distribute and exhibit to Trustee the net proceeds of such sale.

product, is unable to traverse the new representation, that all individuals who have been previously represented, whether or not they are still with him, will be entitled to receive a copy of the new representation, and that he may, at his option, make a copy of the new representation available to any other individual who has been previously represented by him.

the same as the one contained herein. It may accept or decline the offer made herein by sending a written acceptance or rejection to the office of the Secretary of State, or to the office of the Commissioner of Taxes, on which the acceptance or rejection must be filed.

10. Transfers may be made by instrument in writing and in case of the impossibility or refusal to do so, by affidavit in the office of the Register or Registrar of Titles in which the instrument shall have been recorded or filed.

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

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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.

BANK OF HAVENSWOOD As Trustee as aforesaid and not personally.

By Martin S. Edwards  
Attest: Cecil K. Knoblauch JCF-PRESIDENT  
ASSISTANT TRUSTEE OFFICER

STATE OF ILLINOIS  
COUNTY OF CHAMPAIGN

**MARTIN S. EDWARDS**

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Assistant Trust Officer of said Bank, who are respectfully acknowledged to be some persons whose names are subscribed to the instruments herein, and to whom the said Assistant Trust Officer, delivery thereof, appeared before the day of the birth and delivered to them the said instrument, and they signed and delivered the said instrument at their own free will, and for the uses and purposes therein set forth, and as Assistant Trust Officer therefor, for the uses and purposes therein set forth, and as Assistant Trust Officer therefor, and thereupon the said Assistant Trust Officer, and the other persons aforesaid, as officers of the corporate seal of said Bank, did affix the same to the said instrument, and Assistant Trust Officer, and the other persons aforesaid, as officers of the corporate seal of said Bank, did affix the same to the said instrument, and the said instrument was free and voluntary set and purposed therein set forth.

Given under my Hand and Notarial Seal this 22<sup>nd</sup> day of AUGUST, 1985.

**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 FILED FOR RECORD.**

The Installment Note mentioned in the extra Trust Deed has been identified  
herewith under Identification No. 15128

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

~~CHICAGO TIMES & TRIBUNE~~

1825-21004-1325