



DESIGN TO COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made October 8, 1985, between Midtown Bank and Trust, Co. of Chicago corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated November 15, 1982 and known as trust number 1085, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of

Fourty Five Thousand and 00/100 (\$45,000.00) Dollars, made payable to THE ORDER OF HARMH Ashland Associates, an Illinois Limited Partnership and delivered, in and by which said Principal 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 on ~~May 15, 1987~~ June 15, 1987 with interest thereon from October 8, 1985 until maturity at the rate of ten per centum per annum, payable semi-annually, on the first day of ~~and~~ each month each year; all of said principal and interest bearing interest after maturity at the rate of 15 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 H. Reed Harris, 39 S. LaSalle Street, Chicago, Illinois 60603

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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

East 25 feet of the West 283 feet of Lot 1 (Except the South 8 feet for alley) of the County Clerks Division of Block 43 in Sheffield's addition to Chicago and Cook County, Illinois. Said premises being also described as Lot 14 in the Subdivision F James Quirk and others of Lot 1. (Except the West 133 feet thereof) in Block 43 in Sheffield's addition Section 29, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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Commonly known as 1235 W. Wrightwood, Chicago, Illinois

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 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, refrigeration (whether single units or centrally controlled), 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 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 successor or assigns to: (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 mechanic's 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under process, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 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 to expire, to deliver renewal policies not less than ten days prior to the respective dates 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 a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity 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 of the provisions of this paragraph.

PROPERTY INDEX NUMBERS

14-29-315-030-6000 80.

MAIL TO: A SA BLK PCL UNIT
This instrument was prepared by DAVID A. WEININGER, J. TELBAUM, WOLFBURG, GULD & TOBACK, 39 S. LA SALLE ST., ROOM 1012, CHICAGO, ILLINOIS 60602 BOX 333 - HV.

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

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RIDER TO TRUST DEED DATED ~~OCTOBER 8, 1985~~ ⁸⁵ OCTOBER 8, 1985
BETWEEN MIDTOWN BANK AND TRUST COMPANY OF CHICAGO
AS TRUSTEE UNDER TRUST NO. 1085, AS MORTGAGOR,
AND CHICAGO TITLE & TRUST COMPANY AS TRUSTEE

1. This Rider is hereby incorporated and made a part of said Mortgage.

2. In the event the property or any interest therein is sold or transferred (or if any portion of the beneficial interest in Mortgage is sold or transferred) without Mortgagee's prior written consent, or Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

3. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage or the note which it secures without further notice or demand.

4. WAIVER OF REDEMPTION - Mortgagor (on its own behalf, on behalf of the trust estate created by said trust agreement, on behalf of all persons beneficially interested in said trust estate, and on behalf of each and every person, except decree or judgment creditors of the Mortgagor in its representative capacity and of said trust estate acquiring any interest in or title to the premises subsequent to the date hereof) HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE.

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This instrument is executed by Mid Town Bank & Trust Co. of Chicago not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mid Town Bank & Trust Co. of Chicago are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Mid Town Bank & Trust Co. of Chicago by reason of any of the covenants, statements, representations or warranties contained in this instrument.

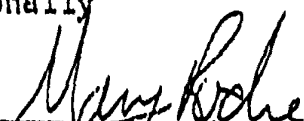
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Mortgagor represents that it is authorized and empowered by said trust agreement or by the person having a power of direction over Mortgagor to effectively make the waiver contained in the preceding sentence hereof.

MIDTOWN BANK AND TRUST COMPANY, OF CHICAGO,
As Trustee as aforesaid and not personally

ATTEST:


~~As Secretary~~
Richard Truty, Vice President

By: 
Mary Roche
Trust Officer

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