

# UNOFFICIAL COPY

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**This Indenture**, Made April 30 19 86, between Chicago Title and Trust Company  
 an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded  
 and delivered to said Company in pursuance of a Trust Agreement dated October 25, 1979 and known as  
 Trust Number 1076174 herein referred to as "First Party" and PARK NATIONAL BANK OF CHICAGO,  
 A National Banking Association

7041 439 OF 0  
Deck.nga

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 FIFTY FIVE THOUSAND AND NO/100-----  
 -----DOLLARS,  
 made payable to BEARER 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 Agree-  
 ment and hereinafter specifically described, the said principal sum and interest on the balance of principal re-  
 maining from time to time unpaid at the rate of 11.50 per cent per annum in monthly  
 instalments as follows: Five Hundred Fifty Nine and 06/100----- DOLLARS  
 on the 30th day of May 19 86 and Five Hundred Fifty Nine and 06/100----- DOLLARS  
 on the 30th day of each month thereafter until said note is fully paid except that  
 the final payment of principal and interest, if not sooner paid, shall be due on the 30th day of April  
 19 89. 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 seven 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 Park National Bank of Chicago

in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said in-  
 terest 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:

Lot 8 in Block 4 in Belmont Gardens, being a Subdivision of part of the North  
 East 1/4 of Section 27, Township 40 North, Range 13 East of the Third  
 Principal Meridian, according to the plat thereof recorded June 18, 1913 as  
 Document Number 52 097 64 in Cook County, Illinois.

✓Permanent Real Estate Index Number: 13-27-223-034

✓Address of Property: 2906 N. Pulaski, Chicago Cook County

13.00

COOK COUNTY ILLINOIS

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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 as-  
 signs may be entitled thereto (which are pledged primarily and on a parity with said real estate and not second-  
 arily), 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), and ventilation,  
 including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-  
 ador 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 here-  
 after placed in the premises by First Party or its successors or assigns shall be considered as constituting part of  
 the real estate.

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Mail to Park Natl BK of Chicago, 1155 N. Dearborn St. Central Bldg., Chicago, Ill. 60610

UNOFFICIAL COPY

Box \_\_\_\_\_

TRUST DEED

Chicago City Bank  
and Trust Company

as Trustees  
TO

Trustees

Chicago City Bank  
and Trust Company  
Held at Sixty-Third  
Chicago

The Instrument No. mentioned in the within  
Trust Deed has been identified herewith, under  
Identification No. \_\_\_\_\_

*[Handwritten signature]*  
Trustee

**IMPORTANT**  
By the protection of both the be-  
neficiary 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.

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STATE OF ILLINOIS  
COUNTY OF COOK

I, *[Handwritten Name]*, a Notary Public, in and for said County, in the State aforesaid, do HEREBY CERTIFY, that  
GABRIELLE GLASS, LYNDIA S. BARRIE, Vice-President of the Chicago City Bank and Trust Company, and  
those persons whose names are subscribed to the foregoing instrument as such Vice-President, and  
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 volun-  
tary act of said Company, ~~as Trustees~~ <sup>as SECRETARIES</sup> for the use and purposes therein set forth;  
and the said \_\_\_\_\_ and \_\_\_\_\_ there acknowledged that \_\_\_\_\_  
as custodian of the corporate seal of said Company, did affix the corporate seal of said Com-  
pany to said instrument as ~~their~~ <sup>its</sup> own free and voluntary act and as the free and voluntary  
act of said Company, as Trustees as aforesaid, for the use and purposes therein set forth.  
GIVEN under my hand and notarial seal, this **MAY 19 1936** A. D. 19\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
Notary Public.

# UNOFFICIAL COPY 1

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 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 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; (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 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 hereinafter 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 such 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.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

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 the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose 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 after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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