

Form TD 112 TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 21st 19 86, 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 * and known as trust number * herein referred to as "First Party," and CHICAGO TITLE & TRUST COMPANY

*See Attached Rider

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 ONE MILLION THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100---(\$1,365,000.00)-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 9.50 per cent per annum as follows:

ONE MILLION THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100---(\$1,365,000.00)-Dollars- PAYABLE ON DEMAND PLUS ACCRUED INTEREST

12.00

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 12.50 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 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:

THE RIDER ATTACHED IS EXPRESSLY MADE A PART HEREOF:

COOK COUNTY, ILLINOIS
DEED RECORD

1986 JUL 21 PM 2:01

86306441

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 assigns may be entitled thereto (which are pledged primarily and in a priority with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon 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, awnings, doors and window coverings, and of 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 on 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) said the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to do so 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 mechanics or other liens or claims; (3) pay when due any indebtedness which may be secured by a lien of charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such indebtedness to the holders of the notes; (4) comply within a reasonable time and 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 any 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 the Trustee or its assigns, for the use of the latter, all the following information in the manner provided by statute, any kind of assessment which First Party may desire to contest; (8) 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; and (9) comply with all the provisions 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

NAME BANK OF RAVENSWOOD
STREET 1825 WEST LAWRENCE AVE.
CITY CHICAGO, ILLINOIS 60640
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 55

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
Parcel 1: 711 W. Belmont, Chicago, IL 60657
Parcel 2: 739 W. Belmont, Chicago, IL 60657
(FTP/Langer)
This instrument was prepared by Joyce Dwyer

TH

7057313 + 7057314

86306441

UNOFFICIAL COPY

to expire on the anniversary... to the respective date of expiration...
1. The Trustee of the holders of the note hereby authorized...
2. The Trustee of the holders of the note hereby authorized...
3. At the option of the holders of the note and...
4. When the indebtedness hereby secured...
5. The proceeds of any foreclosure...
6. Upon or at any time after the filing of a bill to foreclose...
7. Trustee of the holders of the note shall have the right...
8. Trustee has no duty to examine...
9. Trustee shall release this trust deed...
10. Trustee may resign by instrument...
11. Any Successor in Trust hereunder shall have the full power...

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.

THIS TRUST DEED is executed by Bank of Ravenswood not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Bank of Ravenswood hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said First Party or on said Bank of Ravenswood personally for the said note or any interest that may accrue thereon or any indebtedness accruing hereinafter or to perform any covenant, express or implied herein contained, all such liability if any, being expressly waived by Trustee and by every person now or hereafter acquiring any right or security hereunder and that so far as the First Party and its successors and said Bank of Ravenswood personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,
By *Martin S. Edwards* VICE-PRESIDENT
Attest *Loretta A. Keller* ASSISTANT TRUST OFFICER
I, the undersigned,
MARTIN S. EDWARDS
Do hereby certify that

STATE OF ILLINOIS
COUNTY OF COOK
I, *Martin S. Edwards*, Vice-President of Bank of Ravenswood do hereby certify that
Assistant Trust Officer of said Bank who has personally known each of the persons whose names are subscribed to this instrument and who are Vice-President and Assistant Trust Officer respectively, appeared before me on this day, personally and lawfully and they signed and delivered the said instrument as their own free will and voluntary act and they signed and delivered the said instrument as directed by the uses and purposes therein expressed and the said Assistant Trust Officer then and there acknowledged the contents of said instrument to be the true and correct contents of said instrument and affixed the seal of said Bank of Ravenswood as Assistant Trust Officer of said Bank and said Assistant Trust Officer is duly sworn as Assistant Trust Officer of said Bank and said Assistant Trust Officer is duly sworn as Assistant Trust Officer of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 21st day of July 1986

<p>IMPORTANT</p> <p>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</p>	<p>The Instrument Note mentioned in the within Trust Deed has been identified</p> <p>herewith under Identification No. _____</p> <p>Trustee</p>
	<p>86306A41</p>

UNOFFICIAL COPY

THIS RIDER IS MADE A PART OF A CERTAIN TRUST DEED DATED July 31, 1986

Bank of Ravenswood as trustee u/t/a dated 6/23/86 and known as
Trust # 25-7846 as to Parcel 1:

Lots 1 and 2 in Van Wagenen's Subdivision of the West Part of the North
West $\frac{1}{2}$ of Lot 1 in Bickerdike and Steele's Subdivision in the West $\frac{1}{2}$ of
the North West $\frac{1}{2}$ of Section 28, Township 40 North, Range 14 East of
the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. # 14-28-100-013 *js*

Property Address: 711 W. Belmont, Chicago, Illinois 60657

Bank of Ravenswood as trustee u/t/a/ dated 6/23/86 and known as
Trust #25-7847 as to Parcel 2:

Lot 13 (except the East 2 feet thereof) and all of lots 14 and 15 in Van
Wagenen's Subdivision of the West part of the North West $\frac{1}{2}$ of lot 1 in
Bickerdike and Steele's Subdivision of the West $\frac{1}{2}$ of the North West $\frac{1}{2}$
(except the East 20 acres North and adjoining the South 30 acres) in
Section 28, Township 40 North, Range 14 East of the Third Principal
Meridian, in Cook County, Illinois.

Permanent Tax I.D. # 14-28-100-006

Property Address: 739 W. Belmont, Chicago, Illinois 60657

86306441