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Form TD 112 **TRUST DEED**

THE ABOVE SPACE FOR RECORDERS USE ONLY

Jellman 0998309/6702636 NA 1/22

THIS INDENTURE, Made **January 20,** 19**93**, between First Chicago Trust Company of Illinois, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated **1/13/93** and known as trust number **RV-011959**, herein referred to as "First Party," and **First Chicago Trust Co. of Illinois**

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 HUNDRED FIFTY THOUSAND AND NO/100----(\$150,000.00)-----** Dollars, made payable to ~~First Chicago Bank of Ravenswood~~ **The First National Bank of Chicago** 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 **7.50** per cent per annum as follows:

ONE HUNDRED FIFTY THOUSAND AND NO/100----(\$150,000.00)-----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 **7.50** 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 ~~the First National Bank of Chicago~~ **The First National Bank of Chicago, Ravenswood**

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 1 and 2 in Block 16 in Ravenswood being a Subdivision of part of the Northeast 1/4 and the Northeast 1/4 of the South East 1/4 of Section 18 and part of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. #14-18-218-012

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COOK COUNTY CLERK'S OFFICE
 CHICAGO, 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 there to 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 par with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, airconditioning, 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, 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 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, without waste, and free from mechanics 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 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 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

DELIVERY

NAME **The First National Bank of Chicago**
~~FIRST CHICAGO BANK OF RAVENSWOOD~~

STREET **1825 WEST LAWRENCE AVE.**

CITY **CHICAGO, ILLINOIS 60640**

INSTRUCTIONS **OR**

RECORDER'S OFFICE BOX NUMBER **55**

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
**4450-52 N. Winchester/
 1947-55 W. Sunnyside**

Chicago, IL 60640

This instrument was prepared by **Luz N. Blaquera**

UNOFFICIAL COPY

In witness whereof, I, the undersigned, have hereunto set my hand and the seal of my office at Chicago, Illinois, this 21st day of January, 1943.

The Trustee or the holders of the note hereby assured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill or statement of estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment or estimate, *foreclosure, tax lien or title claim thereof.*

At the option of the holders of the note and without notice to First Party, its surety or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything to the contrary hereof be deemed to be due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or in the event of the failure of First Party or its surety or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days and option to be exercised at any time after the expiration of said three day period.

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 a judgment shall be entered in the absence of all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's costs of suit, expenses for the maintenance and repair of the premises and other charges, collection costs and other costs which may be incurred by or on behalf of Trustee or holders of the note. The cost of preparing and abstracting title, title searches and examination guarantee premium, premiums on title and similar data and expenses with respect to title or Trustee or holders of the note may also be reasonably necessary either to prosecute such suit or to evidence to future purchasers a title which may be had pursuant to such suit. The reasonable costs of 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 4 percent per annum when paid or situated by Trustee or holders of the note in connection with any proceeding including protests and exemplary proceedings to which either of them shall be a party, either as plaintiff or defendant, or defendant by reason of the trust deed or any indebtedness hereby secured, or in preparation for the consummation of any suit for the foreclosure hereof after receipt of such right to foreclose whether or not actually commenced, *10.50 for attorneys for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, in amount of all costs and expenses incident to the foreclosure proceeding 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 surplus to First Party, its legal representatives or assigns, in their order of priority.

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. The receiver hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period 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 time 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 be usual in such cases for the protection, possession, control, management and operation of the premises during the whole and 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 2. 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 any lien or privilege or application or made prior to foreclosure sale; or 3. The balance of any sale and deficiency.

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to examine the title, location, boundaries or condition of the premises, and shall not be obligated to record this trust deed or to examine any power hereon given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require and receive satisfactory title to the premises containing any power hereon given.

Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof in lieu of the trust deed at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note hereunder and that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of any person, Trustee and its assigns may accept as true the facts hereof, but the facts hereof shall remain a liability of the person or persons purporting to be executed by a power holder or his successor in title or of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note hereunder and that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of any person, Trustee and its assigns may accept as true the facts hereof, but the facts hereof shall remain a liability of the person or persons purporting to be executed on behalf of First Party, and when the release is requested of the original trustee, and it has overtly executed a contract in any instrument identifying same as the note described herein, it may accept as the genuine note hereunder, due to any note which may be presented and which conforms in substance with the description hereon contained of the note and which purports to be executed on behalf of First Party.

Trustee may assign by instrument in writing filed in the office of the Recorder of Deeds of the County of Cook, Illinois in which this instrument shall have been recorded, a beneficial interest in the premises hereunder, and the then First Party or the holder of the note in which the premises are situated shall be bound by any such assignment. No interest in the premises hereunder shall be conveyed by the power and authority as are herein given Trustee, and any Trustee or assignee shall be entitled to reasonable compensation for all acts performed hereunder.

The Mortgage 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 creditor, 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 First Chicago Trust Company of Illinois not personally but as Trustee, of the said and in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said First Chicago Trust Company of Illinois, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said First Chicago Trust Company of Illinois personally to pay the said note or any interest thereon, or any indebtedness secured hereby hereunder, or to perform any covenant, condition or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person, past or hereafter, claiming any right of security hereunder, and that so far as the First Party and its successors and said First Chicago Trust Company of Illinois personally are concerned, the legal holder or holders of said note and the assigns or owners of any indebtedness secured 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.

IN WITNESS WHEREOF, First Chicago Trust Company of Illinois, not personally but as Trustee as aforesaid, has caused its President to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer, this day and year first above written.

First Chicago Trust Company of Illinois, As Trustee as aforesaid and not personally,

By Martin S. Edwards VICE PRESIDENT
Attest Eva Higl TRUST OFFICER

I, the undersigned, Silvia Medina
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
MARTIN S. EDWARDS
Vice President of First Chicago Trust Company of Illinois and
Eva Higl
Trust Officer of said Trust Company who are personally known to me to be the same persons whose names are
subscribed to the foregoing as said Vice President and Trust Officer, 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
the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set
forth, and the said Trust Officer then and there acknowledged that said Trust Officer, as custodian of the corporate
seal of said Trust Company did affix the seal of said Trust Company to said instrument as said Trust Officer's own free
and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and
purposes therein set forth.



Given under my hand and Notarial Seal this 21st day of January, 1943
Silvia Medina
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAME/DATE HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 023015
First Chicago Trust Company of Illinois
Silvia Medina Trust Officer

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