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TRUST DEED

25418404

CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made January 25 19 80, 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 Dec. 6, 1979 and known as Trust Number 1076523, herein referred to as "First Party," and Devon Bank

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 Sixteen Thousand Eight Hundred & 00/100-----

Dollars, made payable to THE ORDER OF 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 Agreement and hereinafter specifically described, the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 10 3/8 percent per annum (including principal and interest) as follows: One hundred fifty Seven & 18/100----- Dollars or more on the 1st day of March 19 80 and One hundred fifty seven & 18/100-----

Dollars or more on the 1st 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 1st day of Feb. 2005 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 10 3/8 percent 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 Devon Bank 6445 N. Western Ave. 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, 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:

UNIT 1321-3B IN ADDISON COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST 10 FEET OF LOT 7, ALL OF LOTS 8, 9, 10, 11 AND 12 (EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 2 in OLIVER'S SUBDIVISION OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 2534119. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

1. PARTY OF THE FIRST PART ALSO HEREBY GRANTS TO PARTIES OF THE SECOND PART THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION, AND PARTY OF THE FIRST PART RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

2. THE TENANT, IF ANY, OF THIS UNIT, HAS EITHER WAIVED OR HAS FAILED TO EXERCISE HIS RIGHT OF FIRST REFUSAL TO PURCHASE THIS UNIT, OR HAD NO SUCH RIGHT OF FIRST REFUSAL, PURSUANT TO CH. 100.2 OF THE MUNICIPAL CODE OF CHICAGO.

3. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION AS IF SAME WERE RECEITED AND STIPULATED AT LENGTH HEREIN.

together with the tenements and appurtenances thereunto belonging. 25418404 TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This space for calling riders and revenue stamps

# UNOFFICIAL COPY

Property of Cook County

7327

COOK COUNTY CLERK  
FILED PUBLIC RECORDS

RECORDED  
INDEXED

1950 APR -8 12:11

25418404

This Document Prepared By:  
Jean Mark Devon Bank  
6445 N. Western Ave.

which, with the property hereinafter described, as referred to herein as the "premises."  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenance 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 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-door 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 successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for labor 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 protest, 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

25418404

MAIL TO:

Devon Bank  
6445 N. Western Ave.  
Chicago, Illinois 60645

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

1321 W. Addison Unit 3B  
Chicago, Ill 60613

PLACE IN RECORDER'S OFFICE BOX NUMBER 39

Form 813 Trust Deed - CT&T Land Trust Mortgage - Secures One Instalment Note with Interest Included in Payment.  
R. 10/78

END OF RECORDED DOCUMENT