

UNOFFICIAL COPY

TRUST DEED

16-26

THE ABOVE SPACE FOR RECORDERS USE ONLY

26900777

THIS INDENTURE, Made November 8, 1983, between Fleet Mortgage National Bank of Chicago, a National Banking Association, 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 November 30, 1971 and known as trust number 25939, herein referred to as "First Party," and Fleet Mortgage Corp (A Rhode Island Corporation).

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 Two Thousand Five Hundred Ninety Two and no/100 ----- Dollars, made payable to FLEET FLEET Mortgage Corp. 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 in 24 instalments as follows: One Hundred Eight and no/100 DOLLARS

on the 15 day of December 19 83, and \$108.00 DOLLARS

on the 15 day of each month thereafter, to and including the 15 day of November 19 85, with a final payment of the balance due on the 15 day of November 1985, with interest on the principal balance from time to time unpaid at the rate of 24.00 per cent per annum payable monthly; each of said instalments of principal bearing interest after maturity 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 Fleet Mortgage Corp.

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 each part, 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 South 33.75 feet of Lot 1 in Block 12 in Prescott's Subdivision of the East ½ of the Northwest ¼ of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, 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 for 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 secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigerator coverings, indoor 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: (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 full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) pay in 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 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

D NAME FLEET MORTGAGE CORP.
 E STREET 4415 W. Harrison
 L CITY Hillside, Illinois 60162
 I
 V
 E
 R
 Y INSTRUCTIONS OR
 RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

7406 S. Martin L. King Dr.
 Chicago, Ill. 60619



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