

UNOFFICIAL COPY

AMORTIZATION FORM OF TRUST DEED

COOK COUNTY, ILLINOIS FILED FOR RECORD

85 079 140

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THE ABOVE SPACE FOR RECORDERS USE ONLY

69 82 517 Noble 1003177

THIS INDENTURE, Made June 10 19 85, between The Midwest Bank and Trust Company, a 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 September 27, 1984 and known as trust number 84-09-4523 herein referred to as "First Party," and Midwest Bank and Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Two Hundred Sixty Thousand and no/100's----- Dollars,

made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from closing date on the balance of principal remaining from time to time unpaid at the rate of

13 1/2 per cent per annum in installments as follows: Three Thousand One Hundred Thirty

Nine and 17/100's----- Dollars on the 5th day of August 19 85 and Three Thousand One Hundred Thirty

Dollars on the 5th 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 5th day of July 19 90

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 installment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Elmwood Park 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 Midwest Bank and Trust Company 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, convey and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED

Lots 1, 2, and 3 in Block 49 in Schumacher and Gnaedinger's Addition to Chicago, a Subdivision of that part of the South 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of Grand Avenue (except two acres described commencing at the North East corner of said South East 1/4 of Section 25, Thence West 20 Rods: Thence South 16 Rods: Thence East 20 Rods: Thence North 16 Rods to the point of beginning), in Cook County, Illinois.

Tax ID NO. 12 25 427 019 0000 commonly known as 2512-14 N. Harlem Elmwood Park, IL

THIS INSTRUMENT PREPARED BY: Anthony J. Diasio Midwest Bank and Trust Company 1606 N. Harlem Ave. Elmwood Park, Illinois 60635

11.00

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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon 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-a-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 of its successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust here-

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 hereinbefore 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 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 each 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

DELIVERY

NAME: Midwest Bank and Trust Company ADDRESS: 1606 N. Harlem Ave CITY: Elmwood Park, IL 60635

RECORDERS BOX 333 or RECORDER'S OFFICE BOX NO.

for information only insert street address of above described property.

Southwest Corner of Altegeld & Harlem

Elmwood Park, Illinois 60635

85 079 140

