

UNOFFICIAL COPY

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TRUST DEED

(Trust Deed Form T-3) REV 6-81

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DEPT-01 RECORDING 111.00 3308 05/01/85 14:14:00 THE ABOVE SPACE FOR RECORDING ONLY 85 129220

THIS INDENTURE, Made July 25, 1985, between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, 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 May 5, 1978 and known as trust number 11-3492, herein referred to as "First Party," and Chicago Title and Trust Company

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 Forty Thousand and 00/100----- Dollars,

made payable to 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 of disbursement on the balance of principal remaining from time to time unpaid at the rate of 12% interest per annum in instalments as follows: One Thousand Fifty Three and 36/100-----

Dollars on the 1st day of September 1985 and One Thousand Fifty Three and 36/100

Dollars 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 August 1988. 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 after maturity at the rate of 12% 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 Albany Bank and Trust Company N.A., 3400 West Lawrence Avenue, Chicago, Illinois 60625 in said City.

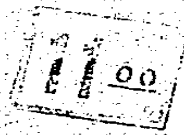
This loan is payable in full at the end of 3 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan, A late charge in the amount of 5% of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 hereby acknowledged, does by these presents, grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK

AND STATE OF ILLINOIS Lots 16, 17, 18 and 19 in Hindman's Subdivision of Block "A" in Sophie Rasch's Subdivision of Block 25 (except the East 5 acres thereof) in Jackson's Subdivision of the South East 1/4 of Section 11 and the South West 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as - 3534-40 W. Lawrence Ave., Chicago, Illinois Permanent Index Number - 13-11-424-024

Prepared By: Gary A. Worcester, Vice President Albany Bank & Trust Company 3400 W. Lawrence Avenue Chicago, Ill. 60625



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 as long and during all such times as First Party, its successors or assigns may be entitled thereto (which are placed primarily and on priority 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, steam, 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, under floor, ceilings, 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 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 appertaining to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder 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, special assessments, water charges, sewer charges, street service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holder 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 on 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 compliance satisfactory to the holder 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

DELIVERER NAME Albany Bank and Trust Company N.A. STREET 3400 West Lawrence Ave. CITY Chicago, Illinois 60625 INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 35

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3534-40 W. Lawrence Ave. Chicago, Illinois 60625

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