

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 18th, 1986, between The Drovers 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 Company in pursuance of a Trust Agreement dated March 8, 1976 and known as trust number 76-048, 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, TWO HUNDRED THOUSAND & NO/100ths (\$200,000.00) 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 September 22, 1985 on the balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum in instalments as follows:

FIVE THOUSAND & NO/100ths (\$5,000.00) Dollars on the 22nd day of October 1986 and FIVE THOUSAND & NO/100ths (\$5,000.00) Dollars on the 22nd 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 day of 1986

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 12% 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 DISTRICT NATIONAL BANK - 1110 W. 35th St., Chicago, Illinois 60609 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, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, being and being in the COUNTY of COOK AND STATE OF ILLINOIS, to wit:

- Parcel 1
Lots 29 to 33 inclusive in Block 1 in North Chicago Lawn, a subdivision of South East 1/4 of South West 1/4 (except railroad right of way) of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- Parcel 2
The vacated 16 foot alley lying North and adjoining Lot 29 and South of and adjoining Lots 30 to 33 in Block 1 aforesaid in Cook County, Illinois
- Parcel 3
Lots 1 to 7 both inclusive, in Block 13 being a subdivision of Blocks 10 to 15 in Walker's Douglas Park Addition, a Subdivision of the East 1/2 of the South East 1/4 of the East 1/2 of the West 1/2 of the South East 1/4 of Section 24, Township 39 North, Range 13 (except the Railroad Lands) East of the Third Principal Meridian, in Cook County, Illinois

PIN: 19-11-325-047

1300

PIN: 16-24-426-013

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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 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, light, gas, conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (including without restricting the foregoing), and window shades, storm doors and windows, floor coverings, inador beds, awnings, signs 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 trust 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 improvement 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 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 primary 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 in holders of the note duplicate receipts therefor; (8) pay in full within the time and 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 amounts 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 holders

DELIVERY INSTRUCTIONS

NAME PHILIP K. GORDON, Atty at Law

STREET 809 W. 35th Street

CITY Chicago, Illinois 60609

OR

RECORDERS OFFICE BOX NUMBER 333

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

2100 S. Western Ave.

3601 W. 53rd Street Chicago, IL.

THIS INSTRUMENT WAS PREPARED BY PHILIP K. GORDON, ATTORNEY AT LAW 809 WEST 35th STREET CHICAGO, ILL. 60609

C.A.L.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN AS THE TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IMPORTANT

My Commission Expires June 11, 1980

Notary Public, State of Illinois

CONSTANCE E. BUCKO

and Asst. Secretary

The instrument here mentioned in the within Trust Deed has been identified with the Identification No. 214051

Notary Public

Constance E. Bucko

September 18

8th

Given under my hand and seal of office as Notary Public in and for the County and State of Illinois, this 18th day of September, 1979. My Commission Expires June 11, 1980.

to be the same person whose name are subscribed to the foregoing instrument, as such. Trust Officer, Trust Officer, Trust Officer

Robert T. Bart, Jr. and Trust Officer, Trust Officer, Trust Officer, Trust Officer, Trust Officer

STATE OF ILLINOIS, COUNTY OF COOK, Assistant Secretary

Trust Officer, Trust Officer, Trust Officer, Trust Officer, Trust Officer

THE DROVERS NATIONAL BANK OF CHICAGO

as Trustee, as stored, as is personally. THE DROVERS NATIONAL BANK OF CHICAGO

things for additional monthly payments for tax and insurance escrow.

11. This Trust Deed shall further secure performance of other agreements in said note

which are hereby incorporated herein and made part thereof, and which provide among other things for additional monthly payments for tax and insurance escrow.

12. This Trust Deed shall further secure performance of other agreements in said note which are hereby incorporated herein and made part thereof, and which provide among other things for additional monthly payments for tax and insurance escrow.

13. This Trust Deed shall further secure performance of other agreements in said note which are hereby incorporated herein and made part thereof, and which provide among other things for additional monthly payments for tax and insurance escrow.

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