

# UNOFFICIAL COPY

## TRUST DEED

86490358

FORM 1008 W.S.H.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 30 1986, between Michigan Avenue 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 25, 1986 and known as trust number 4447, herein referred to as "First Party," and Zions First National Bank

herein referred to as ~~TRUSTEE~~ second party, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000.00)

made payable to ~~TRUSTEE~~ SECOND PARTY 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 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows:

Dollars on the            day of            19            and Dollars on the            day of            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            19           

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            and all of said principal and interest being made payable at such banking house or trust company in Salt Lake City, Utah 84111 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 Zions First National Bank, 1 S. Main St., Salt Lake City, Utah 84111 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 situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 38, 39, 40 and 41 (Except the West 17 feet thereof) in block 58 in third addition to Franklin Park, a subdivision of Sections 21 and 28, Township 40 north, Range 12 East of the Third Principal Meridian

DEPT-01 RECORDING  
73333 TRAN 5130 10/21/86 14:30:00  
#2875 #A \*86-490358  
COOK COUNTY RECORDER

Permanent Index No. 12-21-314-031-0000 (Lot 38)  
12-21-314-032-0000 (Lot 39)  
12-21-314-033-0000 (Lots 40 & 41)

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, incumbrances, 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, 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, inodor 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 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 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

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\$11.00  
86490358

NAME Thomas W. Murphy  
Johnson, Cusack & Bell, Ltd.  
STREET Suite 1800  
211 West Wacker Drive  
CITY Chicago, Illinois 60606

INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER           

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
Lots 38, 39, 40 and 41 to  
be 5645 W. Lake Street  
Chicago, Illinois



