

# UNOFFICIAL COPY

## TRUST DEED

55145971  
801-16871

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made January 28 1986, between Amalgamated Trust & Savings Bank, an Illinois 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 January 28, 1986 and known as trust number 5141, herein referred to as "First Party," and Amalgamated Trust & Savings Bank

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 \*One Hundred Fifteen Thousand Nine Hundred Eighty-one and 60/100---- Dollars,

made payable to ~~BEAKER~~ Amalgamated Trust & Savings Bank 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 \*\* per cent per annum in instalments as follows:

INTEREST ONLY PAYABLE MONTHLY

XXXXXXXXXXXXXX~~XXXXXXXXXXXXXX~~ except that the final payment of principal and interest, if not sooner paid, shall be due on the 28th day of July 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 ~~six~~ six 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 Amalgamated Trust & Savings Bank 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, 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:

See attached Exhibit "A" for legal description.

\*The undersigned has hypothecated its interest in the within described real property to support a commercial note dated January 28, 1986 for \$115,981.60 (Pat Frank DeLeo and Anna DeLeo).

\*\*1/2% over the Amalgamated Trust & Savings Bank prime rate fluctuating daily.  
\*\*\* 5% over the Amalgamated Trust & Savings Bank prime rate fluctuating daily.

Lt. 16 > 17-17-409-034  
18 " " - 032  
19 " " " - 031  
20 " " " - 033  
THIS IS A JUNIOR MORTGAGE

Lt. 20 and East 33 feet of Lt. 37: 17-17-409-030  
Lt. 21 and East 33 feet of Lt. 36: 17-17-409-019  
86-16871

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, 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, 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 UNDERTAKEN 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 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

D	NAME	Thomas E. Raleigh
E	STREET	One West Monroe Street
L	CITY	Chicago, Illinois 60603
I		L
V		
E		
R		
Y	INSTRUCTIONS	OR
	RECORDER'S OFFICE BOX NUMBER	

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

720 S. Hay  
(Chic., IL)



# UNOFFICIAL COPY

8 6 1 4 5 9 7 1

## EXHIBIT "A"

LOTS 16, 17, 18, 19, 20, 21 AND THE EAST 32.0 FEET OF LOTS 36, 37, 38,

39, 40, 41 AND ALSO THAT PART OF THE VACATED 8 FOOT ALLEY LYING EAST OF  
AND ADJOINING SAID LOTS 36 THROUGH 41 BOTH INCLUSIVE ALL IN C. J.  
HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE  
SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SEARCHED RECORDED \$12.00  
FEB 23 1984 04/15/84 11-18-00  
PAGE # 44 46-86-146971

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8 6 | 4 5 9 7 |

## RIDER "B"

TAKE NOTICE: The holder of the note secured by this Trust Deed, at its sole option, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, Extension Agreements shall not be necessary and need not be filed.

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. If the amount estimated to be sufficient to pay said taxes and assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

The undersigned, acting pursuant to Section 18A of Chapter 77 of the Illinois Revised Statutes hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed.

In the event the undersigned transfers the title or any part thereof of any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in the Mortgage given to secure this Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned (or his or her spouse), the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of this Note, the undersigned promises to pay the same forthwith.

L.G.C. 198