

TRUST DEED

MAY 16 AM 11:50

86196205

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 1, 1986, between American National Bank and Trust Company 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 December 3, 1985 and known as trust number 66165, herein referred to as "First Party," and Chicago Title and Trust Company

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 SIXTY-FIVE THOUSAND ONE HUNDRED NINETY-NINE AND 26/100 (\$165,199.26)

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 maturity on the balance of principal remaining from time to time unpaid at the rate of two (2) per cent per annum in instalments as follows:

TWO THOUSAND SEVEN HUNDRED FIFTY FIVE AND NO/100 (\$2,755.00)

Dollars on the 1st day of May 1986 and TWO THOUSAND SEVEN HUNDRED FIFTY FIVE AND NO/100 (\$2,755.00)

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 May 1991

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 seven per cent per annum, and all of said principal and interest being made payable at such banking institution or trust company in place 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 Spalter Finance Co., 9831-33 Gross Point Rd., Skokie, IL 60077 (312/675-7720) 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 or assigns, the following described First Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL I: Lot One (1) in S. E. Gross Fourth, Humboldt Park Addition to Chicago, a Subdivision of Lot Seven (7) in the Superior Court Partition of the East Half of Section two (2), Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3317 W. Division, Chicago, Illinois.

PARCEL II: Lot 1 in the Resubdivision of lots 4 to 13 inclusive in Block 4 in Humboldt Park Addition to Chicago, being a subdivision of lot 3 in the Superior Court Partition of the East half of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3226 W. Thomas, Chicago, Illinois.

16-02-409-004 - P.1

16-02-412-012 - P.2

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, rights, 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 jointly with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, water, gas, conditioning, water, light, sewer, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, door coverings, floor coverings, interior beds, awnings, shutters and water heaters. All of the foregoing are declared to be a part of and 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 hereinafter 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 building 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 mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lien or claim 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 Trustee or to holders of the notes 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 located on and premises insured against loss or damage by fire, lightning or windstorm and 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

NAME: This instrument prepared by: ROBERT D. GORDON, Atty. STREET: 127 N. Dearborn #1440 CITY: Chicago, IL 60602

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

3317 W. Division, Chicago, IL and 3226 W. Thomas, Chicago, IL

OR 333

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER

7029569 DU

86196205

IS FILED FOR RECORD

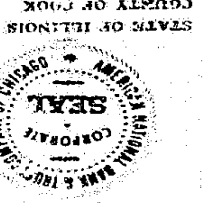
FILED BY THE REGISTRAR NAMED HERIN BEHRE THE TRUST DEED
 THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER

IN F O R M A T

THIS INSTRUMENT NOT MENTIONED IN THE
 RECORD OF THE RECORDS OF THE COUNTY OF COOK
 RECORDED IN THE RECORDS OF THE COUNTY OF COOK
 REGISTERED TITLE & TRUST COMPANY, REGISTER

THE COMMISSION EXPIRES MAY 15 1988

THIS TRUST DEED IS EXECUTED BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, INC. (hereinafter referred to as the "Trustee") and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) which has been paid by the holder of this Trust Deed to the Trustee. The Trustee has the honor to acknowledge that the said sum of Fifty Thousand Dollars (\$50,000.00) has been paid by the holder of this Trust Deed to the Trustee and that the Trustee has the honor to acknowledge that the said sum of Fifty Thousand Dollars (\$50,000.00) has been paid by the holder of this Trust Deed to the Trustee.



MAXINE J. PEARSON

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, INC.
 Vice-President and Assistant Secretary

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, Inc. has caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereunto affixed and the same to be attested by the Assistant Secretary of said bank and Trust Company.

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THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, INC. (hereinafter referred to as the "Trustee") is a corporation organized under the laws of the State of Illinois.

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