

UNOFFICIAL COPY

87421505

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

7/16 9:00 Dr 1082

THIS INDENTURE, Made July 20 19 87 , 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 July 9, 1965 and known as trust number 21964 , herein referred to as "First Party," and

LORAIN GRANHOLD, 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 EIGHTY THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 49/100THS-----

-----(\$80,758.49)-----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 hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10) per cent per annum in instalments as follows: One Thousand Sixty-seven and 23/100ths-----

-----(\$1,067.23)----- Dollars on the 1st day of August 1987 and One Thousand Sixty-seven and 23/100ths

-----(\$1,067.23)----- 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 July 19 97 . 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 15 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

LORAIN GRANHOLD, in said City, NOW, THEREFORE, First Party in 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE SPECIFICALLY MADE A PART HEREOF

P.I.N. 13-36-105-029 & 033 & 034 & 035 & 036
ADDRESS: 2336-44 N. Milwaukee Avenue and
2833-5 W. Medill, Chicago, Illinois

THIS INSTRUMENT PREPARED BY:
John E. Tallman, c/o Hanson & Shire, P.C.
33 N. Dearborn, #1025
Chicago, IL 60602

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 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, inador beds, swings, 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 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 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 ordinance 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

1300

NAME JOHN TALLMAN Guenther
HANSON & SHIRE, P.C.
STREET 33 N. DEARBORN STREET, #1025
CITY CHICAGO, ILLINOIS 60602

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE:
2336-44 N. Milwaukee Ave.
2833-5 W. Medill
Chicago, Illinois 60647

OR BOX 333 - GG 2

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN IN THE TRUST DEED...

My commission expires... Notary Public... JUL 29 1955

DO HEREBY CERTIFY, that J. MICHAEL WHITMAN, a Notary Public in and for said County, in the State of Illinois, is duly qualified and sworn to perform the duties of his office...

LORETTA M. SOVIENSKI, ASSISTANT SECRETARY... American National Bank and Trust Company of Chicago



IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed...

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it expressly understood and agreed that nothing herein or said note...

1. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and assume therefor the cost of inspection...

2. The Trustee or the holder of the note hereby secured hereby any payment, interest, principal, or any other amount due or to become due on account of the note...

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this deed to the contrary, become due and payable in full at the expiration of said three day period...

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon... 5. The Trustee or the holder of the note hereby secured hereby any payment, interest, principal, or any other amount due or to become due on account of the note...

5012321505

UNOFFICIAL COPY

PARCEL 1:

LOTS 5 AND 6 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH WEST OF THE PLANK ROAD (EXCEPT THAT PART OF SAID LOT 6, LYING SOUTHWESTERLY OF A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY PARALLEL WITH MILWAUKEE AVENUE FROM A POINT IN THE SOUTHERN LINE OF SAID LOT 6 DISTANT 29 1/2 FEET FROM THE SOUTH WESTERN CORNER OF SAID LOT 6 TO NORTHWESTERLY LINE OF SAID LOT 6 IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOT 7 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH WEST OF THE PLANK ROAD (EXCEPT THAT PART THEREOF CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY WARRANTY DEED RECORDED NOVEMBER 12, 1895 AS DOCUMENT 2306361 IN BOOK 3317, PAGE 387) IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOT 8 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOT 12 IN HINSDALE RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE, IN JOHN MCGOVERN'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID LOT 12 THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT, 46 1/2 FEET FROM THE NORTH EAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 39 FEET, THENCE IN A NORTHWESTERLY DIRECTION TO A POINT IN THE WEST LINE OF SAID LOT, 65 1/2 FEET FROM THE NORTH WEST CORNER OF SAID LOT, THENCE NORTH ALONG SAID WEST LINE 39 FEET, THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS)

87421505