

# UNOFFICIAL COPY

## TRUST DEED

87500522

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 1, 1987, between Colonial Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated 9-1-1987 and known as trust number 1185, herein referred to as "First Part," and

Colonial Bank and Trust Company of Chicago

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 Eight Thousand Three Hundred Seventy Five and 00/100----- (\$108,375.00).

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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.75% per cent per annum in instalments as follows:

One Thousand One Hundred and 25/100----- (\$1,100.25)

Dollars on the 1st day of November 1987 and One Thousand One Hundred and 25/100----- (\$1,100.25)

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 October 1992.

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 10.75 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 holder of the note may, from time to time, in writing appoint, an in absence of such appointment, then at the office of Colonial Bank and Trust Company of Chicago 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, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 41 in Charles S. Neero's Resubdivision of Block 5 in Grant and Keeney's Addition to Pennock, being a Subdivision of the East Half of the West Half of the North West Quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3804 -10 W. Dickens, Chicago, IL

P.T.N.: C.M.O. 13-35-118-040

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, inador 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 the premises; (5) to 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 party 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all to 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 holders of the note, such right to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to

1ST AMERICAN TITLE CO. 87500522

NAME

STREET

CITY

INSTRUCTIONS

MAIL TO:  
FIRST COLONIAL ESCROW SERVICES, INC.  
30 No. Michigan Avenue - 3rd Floor  
Chicago, Illinois 60602

#1250

OR

RECORDER'S OFFICE BOX NUMBER

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

This instrument prepared by:

P. Brink/Colonial Bank & Trust Co of Chgo.

(Name)

5850 W. Belmont Ave., Chicago, IL

(Address)

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

NOTARY PUBLIC STATE OF ILLINOIS  
My commission expires \_\_\_\_\_  
2nd September 1987

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 187-021  
Colonial Bank & Trust Co. of Chicago, as Trustee

Notary Public  
Signature  
2nd September 1987

DO HEREBY CERTIFY, that BARBARA A. BERNARDINI, an Illinois banking corporation, and DEBRA L. WARD, Asst. Trust Officer, Assistant Secretary of said Illinois banking corporation personally known to me to be the same persons whose names or substituted names are subscribed to the foregoing instrument as such BANK AND TRUST COMPANY OF CHICAGO, an Illinois banking corporation, and BARBARA A. BERNARDINI, Asst. Trust Officer, Assistant Secretary of said Illinois banking corporation, as Trustee, for the uses and purposes hereinafter set forth, in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes hereinafter set forth, in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Illinois banking corporation, as Trustee, for the uses and purposes hereinafter set forth.

the undersigned  
By BARBARA A. BERNARDINI, Asst. Trust Officer  
SECRETARY

Colonial Bank and Trust Company of Chicago  
as Trustee, as aforesaid, and not personally.  
By BARBARA A. BERNARDINI, Asst. Trust Officer  
TRUST OFFICER

This Trust Deed is executed by the Colonial 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 is expressly understood and agreed that nothing herein or in said instrument shall be construed as creating any liability on the part of said Colonial Bank and Trust Company of Chicago personally to pay the said note or any interest and may accrue hereon, or any indebtedness occurring hereafter, or to perform any covenant or implied herein contained, all such liability, if any, being expressly assumed by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns are concerned, no concern or liability shall be incurred by the First Party, its successors or assigns, or any holder of the note, in the event of any default hereunder or in the event any deficit shall exist in the amount of such deposits, First Party, its successors or assigns, agrees to pay the said note, and to pay the interest thereon, and to pay the monthly payments due on the amount equal to one-twelfth of the annual rate, and assessments levied against said premises and one-twelfth the annual premiums of all insurances, as determined by the most recent reasonable amount. As taxes and assessments become due and payable and to insure and pay the said note, and to pay the interest thereon, and to pay the monthly payments due on the amount equal to one-twelfth of the annual rate, and assessments levied against said premises and one-twelfth the annual premiums of all insurances, as determined by the most recent reasonable amount. As taxes and assessments become due and payable and to insure and pay the said note, and to pay the interest thereon, and to pay the monthly payments due on the amount equal to one-twelfth of the annual rate, and assessments levied against said premises and one-twelfth the annual premiums of all insurances, as determined by the most recent reasonable amount.

Subject to additional provisions contained in Rider attached hereto and by this reference incorporated herein

11. The word "note" when used in this instrument shall be construed to mean "notes", when more than one note is used hereunder shall have the identical title, powers and effect as herein given. Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

12. Before releasing its first deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Act of the State of Illinois shall be applicable to this first deed.

13. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns, shall deposit with the Trustee or holder of the note an amount equal to one-twelfth of the annual rate, and assessments levied against said premises and one-twelfth the annual premiums of all insurances, as determined by the most recent reasonable amount. As taxes and assessments become due and payable and to insure and pay the said note, and to pay the interest thereon, and to pay the monthly payments due on the amount equal to one-twelfth of the annual rate, and assessments levied against said premises and one-twelfth the annual premiums of all insurances, as determined by the most recent reasonable amount.

14. Before releasing its first deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Act of the State of Illinois shall be applicable to this first deed.

15. The word "note" when used in this instrument shall be construed to mean "notes", when more than one note is used hereunder shall have the identical title, powers and effect as herein given. Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. Before releasing its first deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Act of the State of Illinois shall be applicable to this first deed.

87500522

# UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED DATED September 1, 1987, SECURING A NOTE  
IN THE PRINCIPAL AMOUNT OF 108,375.00, COLONIAL BANK AND  
TRUST COMPANY OF CHICAGO, HOLDER OF THE NOTE.

1. The amount due hereunder may be accelerated at the option of the Trustee of Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Trustee or Holder of the Note, prepayment by the First Party to be made without penalty.
2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Guarantors, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
3. Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.
4. The First Party hereby waives any and all rights of statutory redemption to the above referenced premises upon a foreclosure of the Trust Deed.
5. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated, or left unattended by the First Party or the Guarantors thereof.

COLONIAL BANK AND TRUST COMPANY OF CHICAGO  
not personally but solely as Trustee aforesaid

By: Barbara A. Bernardino, T.O.

Attest: Robert Ward, ATO

DEPT-01 11/11/87 \$13.25  
T#0003 TRAN 8123:09/11/87 16:08:00  
44588 # C \* 87-500522  
COOK COUNTY RECORDER

87-500522

B. Mail