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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 SEP 17 PM 1:02

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THE ABOVE SPACE FOR RECORDERS USE ONLY

151
D-1
all
U # 7/7/88/ D-4

THIS INDENTURE, Made September 17, 1987, 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 September 1, 1987, and known as trust number 103439-03, 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 THOUSAND AND NO/100 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

The payments forthcoming shall only be interest payments at a rate of 10% per annum. The first payment in the amount of \$833.33 shall be paid on October 17, 1987, and payments shall be made each month thereafter, for a period of 14 months at the end of which time the full principal amount of \$100,000.00 shall be due. The final payment of interest shall be on November 17, 1988, and at that time payment of the principal amount shall also be due.

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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 AND STATE OF ILLINOIS, to wit:

THE WEST 62 FEET OF LOTS 1 TO 3 AND LOTS 4 TO 23 BOTH INCLUSIVE IN BLOCK 1 IN BOWEN AND THATCHERS' SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12.00

P.I.N. 20-34-305-036 through 041, inclusive, 047-048-050-052

This is a Part Purchase Money Mortgage

prepared by Rubenstein & Rubenstein
77 W. Washington Chicago, 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, issue 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 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

NAME RUBENSTEIN & RUBENSTEIN
STREET 77 W. WASHINGTON
CITY CHGO, ILL. 60602
OR
INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
8324 - 8340 S. KING DRIVE
CHICAGO, ILLINOIS

RECORDER'S OFFICE BOX NUMBER BOX 333 HV

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IS FILED FOR RECORD.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IMPORTANT

720501 herewith under Identification No. CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASSIST. SECRETARY

My commission expires Notary Public

day of SEP 17 1987

OFFICIAL SEAL... My Commission Expires 6/30/88... NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and J. MICHAEL WHELAN, Vice-President of AMERICAN National Bank and Trust Company in and for said County, in the State of Illinois.

STATE OF ILLINOIS COUNTY OF COOK LORETTA M. SOVIENSKI

By: [Signature] VICE PRESIDENT Attest: [Signature] ASSISTANT SECRETARY American National Bank and Trust Company of Chicago



IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee and Assistant Secretary... 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 is expressly understood and agreed that nothing herein or in said note...

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NOT CURD WITHIN TEN DAYS THEREOF... 1. The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessment... 2. The Trustee of the note hereby secured... 3. At the option of the holder of the note and without notice to First Party... 4. The Trustee of the note hereby secured... 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...