

TRUST DEED

87525484

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 2 19 87, between Marquette National Bank, 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 Bank in pursuance of a Trust Agreement dated September 26, 1980 and known as trust number 9663, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, a National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of THIRTY 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 as follows:

\$760.85 or more on the first day of June, 1987 and \$760.88 or more on the first 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 first day of May, 1991

87525484

DEPT-91 RECORDING \$12.25
#11111 TRAN 4639 09/25/87 14 36:00
#6748 #A *87-525484
COOK COUNTY RECORDER

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10 per cent per annum payable

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 installment unless paid when due shall bear interest at the rate of ~~10~~ 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 the absence of such appointment, then at the office of

Marquette National Bank, 6316 S. Western Avenue 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, and 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:

Lot 7 (except that part lying East of a line 50 feet west and parallel with the east line of said Section 18, and Lots 8 9 and 10 (except the South 24 1/2 feet thereof) in Block 9 (except that taken for widening South Ashland Avenue) in Ashland a Subdivision of the North 3/4 and the North 33 feet of the South 1/4 of the East 1/2 of the North East 1/4 (except the North 167 feet thereof) in Section 18, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument Prepared By:

Joseph L. Scheurich, Marquette National Bank, 6316 S. Western, Chicago 4/2/87

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 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 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

5/14/051 (RTM)

TP BBD

NAME Marquette National Bank
STREET 6316 S. Western
CITY Chicago, Ill.
Attn: Joseph Scheurich
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

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

5716-5720 South Ashland
Chicago, Illinois

20-18-223-026/027
20-18-223-042
LOT 7
LOT 8
LOT 9 + 10

87525484

IS FILED FOR RECORD

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.

IMPORTANT

REL #6996

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Notary Public

Given under my hand and Notarial Seal this 22nd day of September 1971

OFFICIAL SEAL, KATHLEEN KALATA, My Commission Expires 12/13/80

STATE OF ILLINOIS, COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustees as aforesaid, for the uses and purposes therein set forth.

By: Anne M. Schaubitch, Vice-President; Joyce Schramm, Assistant Secretary

MARQUETTE NATIONAL BANK AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

IN WITNESS WHEREOF, the undersigned, Notary Public, has caused these presents to be signed by its Vice-President and Assistant Secretary, who are members of the board of directors of said Bank, and has caused the seal of said Bank to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED IS CONTROLLED BY THE MARQUETTE NATIONAL BANK, NOT PERSONALLY BUT AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON THE BANK BY THE NATIONAL BANKING AND FINANCE ACT AND THE NATIONAL BANKING DEPARTMENT OF THE UNITED STATES AND BY THE BANK'S BY-LAWS AND RESOLUTIONS AND BY THE NATIONAL BANKING DEPARTMENT OF THE UNITED STATES AND BY THE NATIONAL BANKING DEPARTMENT OF THE UNITED STATES AND BY THE NATIONAL BANKING DEPARTMENT OF THE UNITED STATES...

The Holder of the Note may collect a "late charge" not to exceed one percent for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. In addition to the monthly payments of principal and interest herein specified, the Mortgagor shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagor agrees to deposit on demand such additional amount as may be required for same.

4. Upon or at any time after the filing of a bill to foreclose the trust deed, without notice, without advertisement, or at any time after the expiration of said three day period, the Trustee shall become due whether by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the same by such means as shall be provided in the deed of mortgage and the powers of sale and advertisement thereunder shall apply to the same.

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