

UNOFFICIAL COPY 4 4 9

TRUST DEED

87550449

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 29 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 28, 1987 and known as trust number 103614-00, herein referred to as "First Party," and Colonial Bank & 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 THOUSAND AND NO/100-----(\$100,000.00)-----

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 closing on the balance of principal remaining from time to time unpaid at the rate of

\* per cent per annum in instalments as follows: Single payment, with principal and interest

~~Dollar xxx on the xxxxxxxx day of xxxxxxxx 1988~~

~~Dollar xxx on the xxxxxxxx day of xxxxxxxx 1988~~ payment of principal and interest, if not sooner paid, shall be due on the 28th day of March 1988.

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~~ <sup>thirteen</sup> 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

All American Bank 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 situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 7 and the North 15 feet of Lot 8 in George Hill's Sheridan Road Addition to Chicago a subdivision in the South East 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT TAX I.D. # 14-08-416-022 GCO AD commonly known as 4846 N. Sheridan Road, Chicago, Illinois

DEPT-01 \$13.25  
T#0003 TRAN 0389 10/09/87 11:53:00  
#1274 \*C \* -87-550449  
COOK COUNTY RECORDER

THIS DOCUMENT PREPARED BY:  
B. Lorenz, All American Bank  
3611 N. Kedzie Avenue  
Chicago, IL 60618

\* All American Bank of Chicago's Prime Rate of Interest, plus one and one half percent (1.5%), adjusted daily, initially being 10.25%.

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 time 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 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 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 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

Jeanine M. Napoli  
All American Bank of Chicago  
3611 N. Kedzie Avenue  
Chicago, IL 60618

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

4846 Sheridan Road

Chicago, IL 60640

13 00

MAIL

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

87-550449

Property of Cook County Clerk's Office