

# UNOFFICIAL COPY

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87679422

Karen A. Gianncola  
10635 Ewing Avenue  
Chicago, Ill. 60617

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 28

19 87, between East Side Bank and Trust

Company, 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 Bank in pursuance of a Trust Agreement dated December 21, 1987 and known as trust number 1463, herein referred to as "First Party," and

East Side Bank and Trust Company

an Illinois Corporation 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 Seventy Five Thousand Dollars and 00/100\*\*\*\*\* Dollars, made payable to the order of bearer East Side Bank and Trust Company.

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

December 28, 1987

on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in installments (including principal and interest) as follows:

One Thousand Seventy Six and 04/100\*\*\*\*\* Dollars

on the 15th day of January 19 88, and One Thousand Seventy Six and 04/100 Dollars

on the 15th day of each Successive 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

15th day of December 19 96. 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 8 per cent per annum, and one-twelfth (1/12) of the interest, calculated at said annual rate upon the unpaid balance of the principal sum due as of the last day of each month shall be added to the unpaid balance of the principal sum on the first day of the next succeeding month, 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 East Side Bank and Trust Company 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:

Parcel A: Lots 14, 15 and 16 (except the South 2 feet thereof) in the Subdivision of Lot 1 in Block 7 in Ironworker's Addition to South Chicago, a Subdivision of the South Half of Fractional Section 8, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel B: Lots 19, 20, 21, and 22 in Block 4 in the Subdivision of the North 462 feet of Blocks 4,5,6, and 8, and the North 495 feet of the East Half of Block 9 in Ironworkers' Addition to Chicago, being a Subdivision of the South Fractional Half of Section 8, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

EBC T1

PTN: Parcel A: 26-08-303-034/035 F D O  
PTN: Parcel B: 26-08-304-010/013

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306-035 TO 048  
which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, 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, indoor beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of and 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 UNDERTAKEN AND AGREED THAT:

I. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from insects or other pests or claims for liens not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be asserted by lessors or owners on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 holders of the note, such rights 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 holders of the note, and in case of insurance about

D	NAME	East Side Bank and Trust Company
E	STREET	10635 Ewing Avenue
L	CITY	Chicago, Illinois 60617
V	OR	
R	INSTRUCTIONS	
Y	RECODER'S OFFICE BOX NUMBER _____	

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

Parcel A: 10236-40 Ewing Ave.  
Chicago, IL 60617

Parcel B: 10237-47 Ewing Ave.

