

UNOFFICIAL COPY

87143289

TRUST DEED

THIS IS A SECOND MORTGAGE

AMERICAN NATIONAL BANK

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 1, 1987, between ~~AMERICAN NATIONAL BANK~~ and ~~AMERICAN NATIONAL BANK~~ 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 October 1, 1985 and known as trust number 65656, herein referred to as "First Party," and

ANALGAMATED TRUST & SAVINGS BANK

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 SIXTY FIVE THOUSAND AND NO/100

----- (\$65,000.00) Dollars,

made payable to ~~DELAZER~~ ANALGAMATED TRUST & SAVINGS BANK 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 1/2 per cent per annum in instalments as follows: SEVEN HUNDRED TWENTY SEVEN AND 89/100

Dollars on the 15th day of April, 1987 and \$ 727.89

Dollars on the 15th 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 15th day of March 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 15 1/2 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 ANALGAMATED TRUST & SAVINGS BANK in said City,

NOW, THEREFORE, First Party to secure the payment of the aforesaid 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 11 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTH 1/2 OF BLOCK 1 IN SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 14-29-310-011 ^{FRM} _{M.} Property Address: 2633 Magnolia Street Chicago, Illinois

1987 MAR 17 PM 2 13

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This document prepared by PAULA F. STEPTER One West Monroe Street Chicago, Illinois 60603

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 note; (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 any 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 Paula F. Stepter
STREET One West Monroe Street
CITY Chicago, Illinois 60603

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

2633 Magnolia Street

Chicago, Illinois

OR BOX 333 - TH

RECORDER'S OFFICE BOX NUMBER

07-02-239 DT

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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

INFORMATION

Not Commission Expires 8/2/90

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

Given under my hand and Notarial Seal this MAR 10 1987 Notary Public

STATE OF ILLINOIS COUNTY OF COOK J. MICHAEL WHELAN Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

By ASSISTANT VICE-PRESIDENT ASSISTANT SECRETARY

AMERICAN NATIONAL BANK TRUSTEE AS AFORESAID AND NOT PERSONALLY

THIS TRUST DEED IS EXECUTED BY THE AMERICAN NATIONAL BANK... THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (and said Trustee) is hereby warranted that it possesses the power and authority to execute the same and to execute the same in full force and effect.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, liability of the Trustee shall be limited to the date of the recording of the instrument.

11. Trustee shall release this trust deed... the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full.

12. Trustee shall be obligated to record this trust deed... in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed.

13. Trustee shall be obligated to execute this trust deed... in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed.

14. Trustee shall be obligated to execute this trust deed... in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed.

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