

# UNOFFICIAL COPY

87210740

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

87210740

THIS INDENTURE, Made April 20, 1987, between Capitol Bank and Trust of Chicago, Chicago, Illinois, 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 March 28, 1985 and known as trust number 848, herein referred to as "First Party," and Capitol Bank and Trust 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 Forty Thousand and no/100's Dollars (\$40,000.00)

made payable to ~~BEARER~~ Capitol Bank and Trust 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 March 28, 1985 on the balance of principal remaining from time to time unpaid at the rate of 2% over Base ~~Rate~~ per cent per annum in instalments as follows: Accrued interest plus \$750.00 (Seven Hundred and Fifty and 00/100' Dollars on the 28th day of April 19 85 and Accrued interest plus \$750.00 (Seven Hundred and Fifty and 00/100's Dollars)

Dollars on the 28th day of April 19 85 and Accrued interest plus \$750.00 (Seven Hundred and Fifty and 00/100's Dollars)

Dollars on the 28th 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~~ Demand ~~date~~. 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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 Capitol Bank and Bank 4801 W. Fullerton Ave., Chicago, Ill. 60639

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 this 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 6114 in Section 1 Weathersfield Unit #5 being a subdivision of the Southeast quarter of Section 29, Township 41 North, Range 10, East of the Third Principal Meridian according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois on March 16, 1966 as Document #19-767-895 in Cook County, Illinois.

07-29-405-020  
H-A-0 7a

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DEPT 02 RECORDING \$12.25  
T#1111 TRAN 1226 04/21/87 16:35:00  
#3325 #A \*87-210740  
COOK COUNTY RECORDER

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.

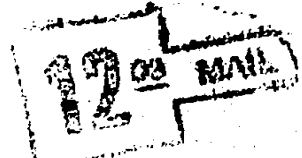
IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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 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

THIS INSTRUMENT PREPARED BY R.A. NOVAK, VICE-PRESIDENT, CAPITOL BANK AND TRUST, 4801 W. FULLERTON AVE., CHICAGO, ILL. 60639

DELIVERY INSTRUCTIONS

NAME R.A. Novak  
STREET c/o Capitol Bank and Trust  
4801 W. Fullerton Avenue  
CITY Chicago, Illinois 60639



87210740

IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. FOR THE PROTECTION OF BOTH THE BORROWER AND LEND...

IMPORTANT

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

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 1987. Notary Public

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Trust Officer of the Capitol Bank and Trust of Chicago, and Sharon K. Crowley

Assistant Trust Officer of the Capitol Bank and Trust of Chicago, and Barbara A. Jankowski

Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

By \_\_\_\_\_ Trust Officer, CAPTOL BANK AND TRUST OF CHICAGO, CHICAGO, ILLINOIS, As Trustee as aforesaid and not personally,

THIS TRUST DEED is executed by the Capitol Bank and Trust 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 said Capitol Bank and Trust of Chicago, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of said Trust of Chicago or on said Capitol Bank and Trust of Chicago personally to pay the said note or interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied or implied-in-law obligation of the First Party and its successors and said Capitol Bank and Trust of Chicago personally or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Capitol Bank and Trust of Chicago personally are concerned, the legal holder of the note and the owner of the premises hereby includedness accruing hereunder shall look solely to the premises hereby conveyed for the payment of the note and the enforcement of the lien hereby created, in the manner hereof, and in said note provided or by action by the personal liability of the guarantors of the instrument, if any, IN WITNESS WHEREOF, Capitol Bank and Trust of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

Trust Officer of the Capitol Bank and Trust of Chicago, and Sharon K. Crowley

Assistant Trust Officer of the Capitol Bank and Trust of Chicago, and Barbara A. Jankowski

Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

By \_\_\_\_\_ Trust Officer, CAPTOL BANK AND TRUST OF CHICAGO, CHICAGO, ILLINOIS, As Trustee as aforesaid and not personally,

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Trust Officer of the Capitol Bank and Trust of Chicago, and Sharon K. Crowley

Assistant Trust Officer of the Capitol Bank and Trust of Chicago, and Barbara A. Jankowski

Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

By \_\_\_\_\_ Trust Officer, CAPTOL BANK AND TRUST OF CHICAGO, CHICAGO, ILLINOIS, As Trustee as aforesaid and not personally,

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