

UNOFFICIAL COPY

87316357

TRUST DEED

718826

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 4, 1987, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustees under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated June 1, 1967 and known as trust number 25671, herein referred to as "First Party," and

Chicago Title and Trust Co., herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-with in the Principal Sum of (\$65,000.00) -- Sixty-Five Thousand & 00/100-----

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

* June 4, 1987 on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments as follows:

(\$1,413.26) -- One Thousand Four Hundred Thirteen & 26/100-----

Dollars on the 4th day of July, 1987 and (\$1,413.26) -- One Thousand Four Hundred Thirteen & 26/100-----

Dollars on the 4th 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 4th day of June, 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 **, and all of said principal and interest being made payable at such banking house or trust company in Northbrook, 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

Bank of the North Shore, 1819 Lake Cook Rd., Northbrook, IL 60062

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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 1 of Simmons' Consolidation of Lots 5 and 10 (except the West 68.0 feet thereof and except the North 1.0 foot of said lot 10) in Block 7 in Payne's Addition to Evanston, a Subdivision of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 1615-1623 Simpson St., Evanston, IL 60201

Permanent Index No. 10-12-421-023 *DXO*

* Prime rate of Lender plus 2% on a floating basis, with the base prime of 8.25%.

** Prime rate of Lender plus 7% on a floating basis, with the base prime of 8.25%.

DEPT-01 RECORDING

TK4401 TRAN 0177 44-14707 13139-00

113427 # 13 - K - 11 - 1.6.139-00

COOK COUNTY RECORDER

THIS DOCUMENT IS A SECOND MORTGAGE

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, leases and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are plighted primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto 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,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 here-in 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 building 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 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) not before any penalty attach 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness accrued 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 PREPARED BY AND MAIL TO:
Barbara A. Ricker
Bank of the North Shore
STREET 1819 Lake Cook Rd.
LIVE CMTY Northbrook, IL 60062-1399

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

1615-1623 Simpson St.

Evanston, IL 60201

12 00 MAIL

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER

