

UNOFFICIAL COPY

TRUST DEED

87321915

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 4, 19 87, between Metropolitan Bank & 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 September 29, 1980 and known as trust number 1364, herein referred to as "First Party," and Metropolitan Bank & Trust Co.

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 Ninety thousand and 00/100's

Dollars,

made payable to BEAVER Metropolitan Bank & Trust Co. 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 11 per cent per annum in instalments as follows: One thousand twenty two and 94/100's (1,022.94)

Dollars on the 4th day of July 1987 and One thousand twenty two and 94/100

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 19 90 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 11 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 Metropolitan Bank & Trust Co. 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:

Lots 1, 2 and 3 in Bossman's Resubdivision of lots 70 to 74 in M. Ballin's Subdivision of the Southwest 1/2 of the Southwest 1/2 of the Northwest 1/2 of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, according to the map of said Bossman's Resubdivision recorded November 6, 1886 in book 33 of Plats, page 17, in Cook County, IL. Commonly known as 1538-44 W. 51st St.

20-08-124-045 TP ALL

CMD

This document prepared by [Signature] [Name] [Address]

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 thereon 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, radiator 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 on 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) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinances; (6) 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 notes duplicate receipts therefor; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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 Metropolitan Bank & Trust Co.
STREET 2201 W. Cermak Rd.
CITY Chicago, IL 60608

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

EVERY INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER



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 REGISTER NAMED HEREIN BEFORE THE TRUST DEED.

IMPORTANT

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

87321915

Given under my hand and Notarial Seal, this 9th June 1987

James P. Gianukos, Assistant Vice-President of the Metropolitan Bank & Trust Company, and David P. Titus

COUNTY OF COOK

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

Assistant Vice-President

METROPOLITAN BANK & TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

THIS TRUST DEED IS executed by the Metropolitan Bank & Trust Company, not personally but as Trustee as aforesaid in the exercise of its corporate power and authority, and as such Trustee, and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument in and as the same are contained herein contained all interest that may accrue thereon, if any, being expressly waived by Trustee and its successors and its assigns in any manner, direct or indirect, in writing, and that it is authorized and empowered to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing, and that it is authorized and empowered to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing, and that it is authorized and empowered to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing.

DEPT-01 RECORDING #8203 #2 * 87-32915 \$2.25

holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each promissory note and to deliver all policies, including additional and personal policies, to holders of the note, and in case of insurance about to expire, to deliver such policies not less than 30 days prior to the expiration of such policies; that the Trustee shall, in addition to the duties herein set forth, be authorized to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing, and that it is authorized and empowered to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing, and that it is authorized and empowered to execute and deliver this instrument as Trustee and its successors and its assigns in any manner, direct or indirect, in writing.

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