

TRUST DEED

88439005

725809

THE ABOVE SPACE FOR RECORDERS USE ONLY

25588 lots

THIS INDENTURE, Made September 20, 1988, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated March 4, 1980 and known as trust number 49160, herein referred to as "First Party," and Chicago Title and Trust Company 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 ONE MILLION ONE HUNDRED THOUSAND AND NO/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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11.00% per cent per annum in instalments as follows:

DUE ON DEMAND IF DEMAND NOT MADE, THEN SEPTEMBER 1990; INTEREST IS PAYABLE MONTHLY

Payments on the ... and ... thereafter until said note is fully paid except that the final payment, if not sooner paid, shall be due on the ... day of ...

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 16.00 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 Water Tower Bank 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:

per Schedule "A" attached hereto and made a part hereof

88439005

DEPT-01 \$20.25
TH#1111 TRAN 7179 09/23/88 15:11:00
#7455 # A * -88-437005
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, ladder 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 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 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 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 R. Jolliff
STREET Water Tower Bank
717 N. Michigan Ave.
CITY Chicago, IL 60611



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

OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

20
mail

CHICAGO TRUST & TRUST COMPANY, TRUSTEES

225899

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

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 IS FILED FOR RECORD.

IMPORTANT

Given under my hand and Seal of the County of Cook, Illinois, this 21st day of September, 1938.

Notary Public in and for said County, in the State of Illinois, SOZANNE G. BAKER

VICE PRESIDENT American National Bank and Trust Company of Chicago

ASSTANT SECRETARY American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, by its Vice-Presidents or Assistant Vice-Presidents or Assistant Secretaries, has caused three persons to be signed by one of the Vice-Presidents or Assistant Vice-Presidents or Assistant Secretaries of the said bank and Trust Company, as follows:

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, no personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee 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 the said Trustee or any independent accountants hereunder, or to perform any covenant or implied herein.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor or Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee shall have the right to appoint a receiver or assignee of the note, and such receiver or assignee shall have the right to take any action which may be necessary for the protection of the note, and such receiver or assignee shall have the right to take any action which may be necessary for the protection of the note.

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COOK COUNTY



UNOFFICIAL COPY

Street Address: 1255 North Milwaukee Ave., Chicago, IL 60605
 Perm. Tax No.: 17 06 232 019 0000

Lots 34 & 35 in block 3 in Bauwans and Hoffman's subdivision of that part north of Milwaukee Ave. of the east 1/2 of the South East 1/4 of the North East 1/4 of Section 6, Township 39 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 1539 North Milwaukee Ave., Chicago, IL
 Perm. Tax No.: 17 06 200 010 0000

Lots 42 & 43 in block 3 in Pickett's second addition to Chicago in the West 1/2 of the North East 1/4 of Section 6, Township 39 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 2852 North Milwaukee Ave., Chicago, IL
 Perm. Tax No.: 13 26 225 001 0000

Lots 1 & 2 in block 3 in William E. Hatterman's Milwaukee Ave. subdivision of Lots 15 & 16 in Brand's subdivision of the North East 1/4 of Section 26, Township 40 North, Range 13, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 3535 W. 26th Street, Chicago, IL
 Perm. Tax No.: 16 26 400 006

Lots 11 and 12 in E.A. Cummings & Co.'s of Lots 1 to 100, both inclusive, and vacated alleys in subdivision of block 4 in Steel's subdivision of the south east 1/4 and the east 1/2 of the south west 1/4 of section 26, Township 39 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 1323 North Milwaukee Ave., Chicago, IL
 Perm. Tax No.: 17 06 219 049 0000

Lot 32 in block 11 in subdivision of blocks 10 7 11 of McReynold's addition to Chicago in the East 1/2 of the North East 1/4 of Section 6, township 39 north, range 14, lying east of the 3rd principal meridian in Cook County, Illinois

Street Address: 1328 North Milwaukee Ave., Chicago, IL
 Perm. Tax No.: 17 06 231 003 0000

Lot 4 in Moorman's addition in the east 1/2 of the North East 1/4 of section 6, Township 39 north, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 3939 West North Avenue, Chicago, IL
 Perm. Tax NO.: 16 02 100 004 0000

Lots 3 & 4 in block 1 in Hosmer & Mackey's subdivision of blocks 1 to 6 and 12 to 16 inclusive in Seymour's estate, a subdivision of the West 1/2 of the North West 1/4 of section 2, township 39 north, range 13, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 2870 North Milwaukee Ave., Chicago, IL
 Perm. Tax No.: 13 26 223 011 0000

Lot 12 in block 2 in William E. Hatterman's Milwaukee Avenue subdivision A subdivision of lots 15 and 16 in Brands subdivision of the North East 1/4 of section 26, Township 40 north, range 13, lying east of the 3rd principal meridian in Cook County, Illinois.

Street Address: 2740 West North Ave., Chicago, IL
 Perm. Tax No.: 13 36 425 036, 037 & 038

Lots 69, 70 & 71 in Hosmer and Rodger's subdivision of block 7 in Bordons Subdivision of the West 1/2 of the south east 1/4 of section 36, Township 40 North, range 13, lying east of the 3rd principal meridian in Cook County, Illinois.

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Property of Cook County Clerk's Office