

UNOFFICIAL COPY

TRUST DEED

88456328

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 3 19 88, 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 September 9, 1985 and known as trust number 65435, herein referred to as "First Party," and Chicago Title & 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 HUNDRED THOUSAND AND 00/100THS DOLLARS (\$100,000.00)

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 October 3, 1988 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments as follows:

FIFTY THOUSAND AND 00/100THS DOLLARS (\$50,000.00) principal payment ~~HEREIN~~ on the first day of October 19 89 with

~~Interest on the principal sum of the note to be paid as follows: Interest on the principal sum of the note to be paid as follows: Interest on the principal sum of the note to be paid as follows:~~ payment of principal and interest, if not sooner paid, shall be due on the first day of October, 1989 as indicated above; All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the principal sum of the note and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of ten 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 BUDIMIR RADOJCIC, 3645 West Montrose, Chicago, Illinois 60618 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:

LOT 3 IN COMMISSIONER'S PARTITION OF LOT 27 AND 28 WITH LOTS 5,6,7, & 8 (EXCEPT THE WEST 1 FOOT OF SAID LOT 8) OF KUHL'S SUBDIVISION OF LOT 32 IN THE SUBDIVISION OF 1 ACRES IN THE SOUTHWEST CORNER OF OUTLOT OR BLOCK 29 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 \$12.25

T#3333 TRAN 4322 10/04/88 01:42:00

COMMON ADDRESS: 1552-54 WEST CHICAGO AVENUE, CHICAGO, ILLINOIS 60602 *88-456328
TAX INDEX NO: 17-04-325-026-0000 COOK COUNTY RECORDER

88456328

THIS IS A JUNIOR ENCUMBRANCE.

FULL RIGHT OF PREPAYMENT WITHOUT PENALTY IS GRANTED.

THIS MORTGAGE IS EXPRESSLY SUBORDINATE TO MORTGAGE DATED SEPTEMBER 9, 1985 AND RECORDED SEPTEMBER 26, 1985 AS DOCUMENT NUMBER 85-207177 AND ASSIGNMENT OF RENTS DATED SAME DATE AND RECORDED AS DOCUMENT NUMBER 85-207178 AND ALL SUBSEQUENT RERECORDINGS THEREOF AS MAY BE REQUIRED.

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 hereinafter 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: ZAJDENBERG, HOFFMAN & SCHOENFELD
D D A p t e r
E 105 West Madison Street, Suite 400
L 180 N LaSalle Suite 1715
I Chicago, Illinois 60602
V Chicago Ill 60601
E
R
Y
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

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

1552-54 West Chicago Avenue, Chgo.

THIS INSTRUMENT WAS PREPARED BY:
ZAJDENBERG, HOFFMAN & SCHOENFELD
105 West Madison Street, Suite 400
Chicago, Illinois 60602



"OFFICIAL SEAL"
Kula Davidson
Notary Public, State of Illinois
My Commission Expires 12/6/90

STATE OF ILLINOIS
COUNTY OF COOK
Peter Johansen
Notary Public in and for said County, in the State aforesaid,
do hereby certify, that
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, respectively, appeared before me
on this day in person and acknowledged that they intended and delivered the said instrument as their own free and voluntary act, and
the said Secretary and Assistant Secretary, respectively, appeared before me on this day in person and acknowledged that they intended and delivered the said instrument as their own free and voluntary act, and
the said Secretary and Assistant Secretary, respectively, appeared before me on this day in person and acknowledged that they intended and delivered the said instrument as their own free and voluntary act, and
the said Secretary and Assistant Secretary, respectively, appeared before me on this day in person and acknowledged that they intended and delivered the said instrument as their own free and voluntary act, and

By
Attest
Assistant Secretary
VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.
IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago and Trust Company of Chicago have caused these presents
to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary,
this 30th day of September, 1988, at Chicago, Illinois.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary,
to the effect that the American National Bank and Trust Company of Chicago and its corporate seal to be hereunto affixed and attested by its Assistant Secretary,
has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary,
this 30th day of September, 1988, at Chicago, Illinois.

Mail to D. After
180 N. LaSalle
Suite 1715
Chgo, IL 60601

UNOFFICIAL COPY

INFORMATION
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED

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

Notary Public
SEP 30 1988

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