

INSTALLMENT FORM OF  
**TRUST DEED**  
(USE WITH NOTE FORM CUE-6)

# UNOFFICIAL COPY

-88-506279

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, Made September 19 19 88 , between Community Bank & Trust Company of Edgewater, an Illinois Banking Association, 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 14, 1988 and known as trust number 88-09-483 herein referred to as "First Party," and Chicago Title and Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of SIXTY THOUSAND AND NO/100th Dollars,

made payable to ~~EDGEMARK COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER~~ which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and herinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid ~~at the rate of~~ Payable in accordance with terms stated

~~xxxxxxxxxxxxxxpayable quarterly in advance on the first day of each month thereafter until paid in full.~~ Payable in accordance with terms stated on note, note, or renewals of them which this mortgage secures

~~xxxxxxxxxxxxxxpayable quarterly in advance on the first 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 19th day of September 19 93 . 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 installment unless paid when due shall bear interest at the rate of ~~10~~ per cent per annum, and all of said principal and interest being 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 Community Bank and Trust Company of Edgewater 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 to consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, release, alien and convey to 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 181 in Sheridan Drive Subdivision being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with part of the West 1/2 of said Northwest 1/4 of Section which lies North of the South 800 feet thereof and East of Green Bay Road except from said premises such part thereof if any, which falls in Sunnyside Avenue as opened in Cook County, Illinois

P.I.N. 14-17-116-013

Commonly known as 4501 N. Beacon, Chicago, Illinois

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, 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 allotted primarily and on a parity with said real estate and not severally), 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), screen, window shades, storm doors and windows, floor coverings, insulation, beds, curtains, 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust hereinafter set forth:

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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 for (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 labor not expressly subcontracted to the lessor by First Party; (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 make satisfactory evidence of the discharge of such prior lien to Trustee or to holder 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 municipality 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 all taxes and assessments, and pay special taxes, special assessments, water charges, sewer service charges, and other charges under leases or contracts with public authorities or governmental agencies; (8) if First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of losses sufficient either to pay the cost of replacing or repairing the same up to full replacement value, or by the holder of the note, such rights to be exercised by the standard insurance clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewed policies not less than ten days prior to the respective dates of expiration, then Trustee or the holder of the note may, but need not, make any payment or perform any act hereinabove set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prime circumstances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien herein, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent

PREPARED BY:

Community Bank & Trust Co. of Edgewater  
NAME: 5340 N. Clark Street  
ADDRESS: Chicago, Illinois 60640  
CITY: Attn: Mark E. Frighetto

MAIL TO:  
FIRST COLONIAL ESCROW SERVICES, INC.  
30 No. Michigan Avenue - 3rd Floor  
Chicago, Illinois 60602

#188-506279  
127 Trail

