

TRUST DEED  
720970

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

88 DEC -8 PM 2:45

88565856

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 21, 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 November 7, 1988 and known as trust number 106893-05, 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 FIVE HUNDRED NINETY THOUSAND AND NO/100 (\$590,000.00) DOLLARS

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 maturity ~~on the balance of principal remaining from time to time unpaid~~ at the rate of

two (2) per cent per ~~month~~ in instalments as follows: FOUR THOUSAND NINE HUNDRED SIXTEEN AND NO/100 (\$4,916.00)

Dollars on the 21st day of December 19 88 and FOUR THOUSAND NINE HUNDRED SIXTEEN AND NO/100 (\$4,916.00)

Dollars on the 21st 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 21st day of November, 1998.

~~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 ~~seven~~ <sup>two</sup> per cent per ~~month~~ <sup>month</sup>, and all of said principal and interest being made payable at such ~~banking house or trust company in~~ place ~~in~~ 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 SPALTER FINANCE CO., 8831-33 Gross Point Road, Skokie, IL 60077 - 312/675-7720. ~~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:

PARCEL I: Lots 10 and 11 in Block 29 in Crosby and others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 2422-2424 W. Fullerton Avenue/2405 N. Artesian Avenue, Chicago, Illinois 60647. Tax No. 13-25-431-034-0000

PARCEL II: The North 8 feet of Lot 46 and all of Lot 47 in Block 2 in Taylor and Canda's Subdivision of the West Half of the South West Quarter of the South East Quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois commonly known as 942 N. Fairfield, Chicago, IL 60622. Tax No. 16-01-416-016-0000

UNDERSIGNED AGREES TO DEPOSIT WITH SPALTER FINANCE CO. EACH MONTH, ON OR BEFORE THE DATE EACH PAYMENT IS DUE, A SUM EQUAL TO 1/12 OF THE AMOUNT SPALTER FINANCE CO. DEEMS NECESSARY TO MEET THE ANNUAL REAL ESTATE TAXES AND INSURANCE. UNTIL FURTHER NOTICE, THE MONTHLY DEPOSIT SHALL BE \$350.00. IF UNDERSIGNED FAILS TO MAKE ANY SUCH DEPOSIT ON TIME, SPALTER FINANCE CO. MAY DECLARE THE NOTE SECURED BY THIS TRUST DEED IN DEFAULT AND EXERCISE ITS RIGHTS OF ACCELERATION.

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 each 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 incurred 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

14.00

71-91-901

88565856

NAME THIS INSTRUMENT PREPARED BY:  
 STREET ATTY. ROBERT D. GORDON  
 127 N. DEARBORN - #1440  
 CHICAGO, ILLINOIS 60602  
 CITY 236-0688  
 BOX 333 - GG  
 OR  
 INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

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

- 2422-2424 W. Fullerton Ave./  
2405 N. Artesian Avenue  
Chicago, IL 60647
- 942 N. Fairfield  
Chicago, IL 60622

