

JUNIOR TRUST DEED

--83-573452

THE ABOVE SPACE FOR RECORDERS USE ONLY

2501 HD 421024

THIS INDENTURE, Made December 6, 1988, between Bank of Ravenswood, 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 August 22, 1983 and known as trust number 25-5938, herein referred to as "First Party," and THE FIRST COMMERCIAL BANK

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 TWENTY-FIVE THOUSAND AND NO/100THS (\$25,000.00) DOLLARS-----

made payable to THE FIRST COMMERCIAL BANK 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 12.25 per cent per annum in instalments as follows: THREE HUNDRED SIXTY-TWO AND 30/100THS (\$362.30)-----

Dollars on the first day of February 19 89 and THREE HUNDRED SIXTY-TWO AND 30/100THS

Dollars 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 first day of January, 1994. 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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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

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 5, 6, 7, AND 8 IN BRUMMEL AND CASE'S HOWARD WESTERN ADDITION BEING A SUBDIVISION OF LOTS 3 IN REIS SUBDIVISION OF LOTS 3, 4, AND 5 IN THE SUBDIVISION OF LOT 9 (EXCEPT THE NORTH 24 FEET) IN COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LAND IN THE NORTH WEST 1/4 AND LOT 13 IN COUNTY CLERK'S DIVISION OF PART OF SOUTH WEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-30-115-030, 11-30-115-029, 11-30-115-028 and 11-30-115-027  
PROPERTY ADDRESS: 1211-13 HOWARD, EVANSTON, ILLINOIS.

This Trust Deed and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including but, not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire note indebtedness immediately due and payable at the Note Holder's election.

COOK COUNTY RECORDER

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

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 mechanics 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 ordinance 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

DELIVERY INSTRUCTIONS

MAIL TO:  
THE FIRST COMMERCIAL BANK  
6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60625



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