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COOK COUNTY, ILLINOIS
FILED FOR RECORD

TRUST DEED
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1988 FEB -8 AM 11:59

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THE ABOVE SPACE FOR RECORDERS USE ONLY

714 x 380 D4

THIS INDENTURE, Made February 1, 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 December 22, 1987 and known as trust number 104314-01, 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 HUNDRED FIFTY-SEVEN THOUSAND TWENTY-SIX AND 12/100 (\$157,026.12) 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 annum~~ in instalments as follows: ONE THOUSAND SIX HUNDRED THIRTY-FIVE AND NO/100 (\$1,635.00)-----

Dollars on the 1st day of March 1988 and ONE THOUSAND SIX HUNDRED THIRTY-FIVE AND NO/100 (\$1,635.00)-----

Dollars on the 1st 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 1st day of February, 1996. 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~~ ^{two} per cent ~~per annum~~ ^{per month} and all of said principal and interest being made payable at such banking house or trust company in place Illinois, as the holders of the note may, from time to time, in writing in print, and in absence of such appointment, then at the office of SPALTIER FINANCE CO., 8831-33 Gross Point Rd., 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 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL I: Lot 8 in the subdivision of Lot 8 in Block 4 in Bordens subdivision of the West 1/2 of the Southeast 1/4 of section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1831 N. Washtenaw, Chicago, Illinois 60647.

Tax No. 13-36-411-012-0000 TP GPO

PARCEL II: Lot 5 in Webb's subdivision of Lots 7 & 8 in the Superior Court Partition of Block 2 in Cochran & Others Subdivision of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1118 N. Wolcott, Chicago, Illinois 60622.

Tax No. 17-06-401-037-0000 TP GZO

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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 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (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 rebuilding 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 This instrument prepared by:
ROBERT D. GORDON, Atty.
STREET 127 N. Dearborn #1440
Chicago, IL 60602
CITY 236-0688

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

- 1. 1831 N. Washtenaw, Chicago, IL 60647
- 2. 1118 N. Wolcott, Chicago, IL 60622

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER 333 BOX 333 - TH

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

My Commission Expires 12/26/90... Notary Public, State of Illinois... Kula Davidson

STATE OF ILLINOIS... COUNTY OF COOK... KULA DAVIDSON



By: [Signature] VICE PRESIDENT... American National Bank and Trust Company of Chicago

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and its expressly authorized and designated agents...

88057016... The day and year first above written... IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, a corporation, 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 the said Vice-President or Assistant Vice-President 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 the said Vice-President or Assistant Vice-President 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...

1. The purpose of this Trust Deed is to secure the performance of the obligations of the borrower under the promissory note... 2. The Trustee shall have the right to enforce the obligations of the borrower... 3. The Trustee shall have the right to sell the property... 4. The Trustee shall have the right to appoint a receiver... 5. The Trustee shall have the right to sue for the debt... 6. The Trustee shall have the right to assign its interest... 7. The Trustee shall have the right to subrogate... 8. The Trustee shall have the right to be reimbursed... 9. The Trustee shall have the right to be paid its expenses... 10. The Trustee shall have the right to be paid its commission... 11. The Trustee shall have the right to be paid its attorney's fees... 12. The Trustee shall have the right to be paid its costs and expenses... 13. The Trustee shall have the right to be paid its reasonable and necessary expenses... 14. The Trustee shall have the right to be paid its reasonable and necessary expenses... 15. The Trustee shall have the right to be paid its reasonable and necessary expenses... 16. The Trustee shall have the right to be paid its reasonable and necessary expenses... 17. The Trustee shall have the right to be paid its reasonable and necessary expenses... 18. The Trustee shall have the right to be paid its reasonable and necessary expenses... 19. The Trustee shall have the right to be paid its reasonable and necessary expenses... 20. The Trustee shall have the right to be paid its reasonable and necessary expenses...