

TRUST DEED

88086352

THE ABOVE SPACE FOR RECORDERS USE ONLY

459459 acc
4-1-87

2288088

THIS INDENTURE, Made February 23, 1988, Pioneer Bank & Trust Co. an Illinois Banking Corporation, 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 May 30, 1980 and known as trust number 22358, herein referred to as "First Party," and

Metropolitan Bank & Trust Co., an Illinois corporation 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

Seventy three thousand and 00/100's Dollars, made payable to ~~BEARER~~ Metropolitan Bank & Trust Co. 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 3 over prime per annum in instalments as follows:

Four hundred five and 56/100's plus accrued interest

Dollars on the 23rd day of March 1988 and Four hundred five and 56/100's plus accrued interest

Dollars on the 23rd 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 23rd day of February 1991. 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 7 over prime 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

Metropolitan Bank & Trust Co. 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 conditions 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 7 (except the East 25 feet thereof) and all of Lot 8, in Block J, in Shipman Bills and Merrill's Subdivision of the East 1/2 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, IL. Commonly known as 3331-35 W. Fullerton 13-35-206-001 ALL BAO

88086352

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest 3 percentage points over the prime rate in effect at the Metropolitan Bank and Trust Company. In the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 3 percentage points over such prime rate from time to time in effect.

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest 7 percentage points over the prime rate in effect at the Metropolitan Bank and Trust Company. In the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 7 percentage points over such prime rate from time to time in effect.

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 secondarily), and all apparatus, equipment or articles now or hereafter on the premises 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, linoleum 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. That 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 ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations to said premises except as required by law or municipal ordinance; (7) pay before any portion attached all general taxes, and any special taxes, special assessments, water charges, sewer (sewer) charges, and other charges against the premises which 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 Metropolitan Bank & Trust Co.
STREET 2201 W. Cermak Rd.
CITY Chicago, IL 60608

FOR RECORDERS INDEX PURPOSES
FURNISH THE ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

This document prepared by
KATHY MARTINEZ
2201 West Cermak
Chicago, Illinois 60608



RECORDERS OFFICE BOX NUMBER

8808352

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

INFORMANT
ADRIENNE C. BURTON
Notary Public - State of Illinois
My Commission Expires 10/10/10

COUNTY OF COOK

The instrument under identification No. _____ herein identified has been identified in the Public Trust Deed as mentioned in the Public Trust Deed identified herein under identification No. _____

Given under my hand and Notarial Seal this 23rd day of February, 1988
Notary Public
ADRIENNE C. BURTON

PHILLIS J. ROBINSON
Assistant Vice-President of the PIONEER BANK & TRUST COMPANY
DANIEL N. WLODKA
Trustee

PIONEER BANK & TRUST COMPANY
Trustee as mentioned and not personally.
By: [Signature]

The provisions of which Note, including the Due on Sale Clause subsequent to the date of this Trust Deed.
and on behalf of each and every person except decedent or judgment creditors of the trustee acquiring any interest in or title to the premises
any order or decree of foreclosure of this Trust Deed on its own behalf
The trustee hereby waives any and all right of redemption from sale under

and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
10. Trustee may retain by instrument in writing the right to be executed on behalf of First Party.
11. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.

12. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.
13. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.

14. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.
15. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.

16. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.
17. Trustee shall not be liable for any loss or damage to the property of the mortgagor or any other person arising out of the exercise of its powers hereunder.

DEPT. OF RECORDING
#7882 # 2 * 88-084352
#1111 TRAN 3510 02/27/88 18:55:00
\$18.25

COOK COUNTY RECORDER
#7882 # 2 * 88-084352

DEPT. OF RECORDING
#1111 TRAN 3510 02/27/88 18:55:00
\$18.25

COOK COUNTY RECORDER
#7882 # 2 * 88-084352

DEPT. OF RECORDING
#1111 TRAN 3510 02/27/88 18:55:00
\$18.25