

UNOFFICIAL COPY

TRUST DEED

88191165

THE ABOVE SPACE FOR RECORDERS USE ONLY

462713 66 2013

THIS INDENTURE, Made April 27, 1988, 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 April 21, 1988, and known as trust number 105204-01 herein referred to as "First Party," and Commercial National Bank of Berwyn, 3322 South Oak Park Avenue, Berwyn, Illinois

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 Three Hundred Seventy Five Thousand and no/100 (\$375,000.00) Dollars

made payable to BEARER as well as other collateral therein provided, 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 May 2, 1988 on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum in instalments as follows: Interest only on the amount of principal outstanding.

Dollars on the first day of June 19 88 and interest only on the amount of principal outstanding **88191165**

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 31st day of October 19 88.

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 9.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Berwyn, 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 Commercial National Bank of Berwyn 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, being and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Block 7 in Canal Trustee's subdivision of the East Half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index #17-31-211-001-0000.

This document prepared by Arnold B. Malk, 212 East Ohio Street, Suite 500, Chicago, Illinois 60611.

Borrower shall pay to the Noteholder a late charge of 5 percent of any monthly installment not received by the Noteholder within 10 days after the installment is due.

At the option of the Noteholder, all unpaid indebtedness hereunder shall become due and payable immediately upon the sale or other disposition of the real estate, which is described in this trust deed securing the Note, without the Noteholder's prior written consent.

3269 S. Archer
Chicago IL

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, radiator 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 (a) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) 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;
- (2) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon receipt exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the removal and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance;
- (6) 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; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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; (9) 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

COMMERCIAL NATIONAL BANK OF BERWYN
3322 S Oak Park Ave
Berwyn, IL 60402
4th: Roger Forcagh OR

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

3269 South Archer Ave
Chicago, Illinois

INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE ANY TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

Trustee

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No.

My commission expires

Notary Public

Given under my hand and Notarial Seal this day of 29th 1988

STATE OF ILLINOIS COUNTY OF COOK

LORETTA M. SOVIENSKI



My Commission Expires 6/27/88

ASSISTANT SECRETARY

VICE PRESIDENT

American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago... This Trust Deed is executed by the American National Bank and Trust Company of Chicago...

DEPT-01 143333 IRAN 2210 05/05/88 09:33:00 44982 C * 88-191165 COOK COUNTY RECORDER

88-191165

1. The purpose of this deed is to secure the indebtedness... 2. The indebtedness shall be secured by the property... 3. The property shall be sold... 4. The proceeds of the sale shall be applied to the payment of the debt... 5. The trustee shall have the right to inspect the premises... 6. The trustee shall have the right to foreclose... 7. The trustee shall have the right to appoint a receiver... 8. The trustee shall have the right to sue... 9. The trustee shall have the right to execute... 10. The trustee shall have the right to assign...

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