

UNOFFICIAL COPY

TRUST DEED

88207593

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 28, 1984 19 , 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 29, 1984 known as trust number 62940 , 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 Twelve Thousand and no/100's 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 date hereof on the balance of principal remaining from time to time unpaid at the rate of

* per cent per annum in instalments as follows:

all accrued interest at said rate payable

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~~XXXXX~~ on the first day of February 1985 and all accrued interest at said rate payable

~~XXXXX~~ 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 demand day of 19xx

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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company 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 E. R. T. A. Development Corp. at 17 E. Division Street, Chicago 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, convey, 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: Unit # "Garden" in 1320 North Astor E.R.T.A. Condominium as delineated on a survey of the following described real estate: Part of Lots 1, 2 and 3 in Block 4 in H. O. Stone's subdivision of Astor's addition to Chicago in Sec. 3, Township 39 North, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit 'A' to the declaration of condominium recorded as document 27353176, together with their undivided percentage interest in the common elements.

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium aforesaid. This mortgage is subject to all the rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

* interest shall be set on the first day of each month at a rate equal to percentage points above the prime rate of interest at FNB Chicago.

JANUARY

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

TOGETHER with all appurtenances, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and to a party with said real estate, all and sundry, and all apparatus, equipment or articles now or hereafter being or becoming 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, indoor bells, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physical 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, reconstruct and/or improve any building 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 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 building 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 and in 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 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: GILBERT Y. LISS
STREET: 4022 N. Sheridan Rd.
Chicago, IL 60613
CITY:

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

Unit "Garden" ONLY
1320 N. Astor Street
Chicago, IL 60610

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER

PIN 17-03-106-011-0000

UNOFFICIAL COPY

IS FILED FOR RECORD

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE PARTIES NAMED HEREIN IN THE NEXT SENTENCE.

IMPORTANT

The instrument state mentioned in the within Trust Deed has been identified herewith under Identification No. _____

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASSISTANT SECRETARY

My commission expires _____

My commission expires _____

Given under my hand and Notarial Seal this _____ day of _____ 1988

MAXINE J. PEARSON
DO HEREBY CERTIFY THAT
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and
Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such
Assistant Secretary and Assistant Secretary, respectively, appeared before me
on this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as
Assistant Secretary did also then and there acknowledge that he, as Assistant Secretary of said national banking association,
Assistant Secretary of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said
Assistant Secretary did also then and there acknowledge that he, as Assistant Secretary of said national banking association,
from the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

ASSISTANT SECRETARY

VICE PRESIDENT

American National Bank and Trust Company of Chicago
as Trustee, as attested and not personally.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee, has caused these presents
to be signed by one of its Assistant Secretaries and its Vice President and its corporate seal to be hereunto affixed and its Assistant Secretary
on the day and year first above written.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee, as attested and not personally
in the presence of the undersigned, one of its Assistant Secretaries and its Vice President, and its corporate seal to be hereunto affixed and its Assistant Secretary
on the day and year first above written.

THE PARTIES HERETO are advised that the American National Bank and Trust Company of Chicago, not personally but as Trustee, as attested and not personally
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