

UNOFFICIAL COPY

TRUST DEED

88203594

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 28 19 84, 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 and known as trust number 62942, 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 Nineteen Thousand Five Hundred 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 The 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 Dollars on the first day of February 19 85 and all accrued interest shall be

payable 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 demand days 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, 17 E. Division Street, Chicago in said City.

NOW, THEREFORE, First Party in 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Unit # 2 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 Section 3, Township 39 North, Range 14, 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.

Mortgage or 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 x percentage points above the prime rate of interest at FNB Chicago.

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 all time and during all time 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 the individuals 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 wind walls, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises and the use thereof. If refrain from making material alterations in said premises except as required by law or municipal ordinance, to 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 upon protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements to law or hereafter enacted, on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment to the insurer a company of money to whom either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured here- by, all to 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

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 here- in set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT (1) the indebtedness hereon shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace or reconstruct 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 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 upon protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements to law or hereafter enacted, on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment to the insurer a company of money to whom either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured here- by, all to 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
OR
INSTRUCTIONS

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

UNIT # 2 ONLY
1320 N. Astor Street
Chicago, IL 60610

PIN 17-03-120-011-0000

RECORDER'S OFFICE BOX NUMBER

ASSIST. SECRETARY

UNOFFICIAL COPY

Trustee

THE FIRST NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

THE NOTE SPECIFIED BY THIS INSTRUMENT SHOULD BE IDENTIFIED BY THE DEPOSITEE WITH THE NAME HEREBY BEING IDENTIFIED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER

IMPORTANT

The instrument Note mentioned in the within Trust Deed has been identified

My commission expires November 20, 1928

DEC 2 1924

DO HERBERT CHERRY, JR., National Bank and Trust Company of Chicago, Vice-President in and for the said County in the State of Illinois, Assistant Secretary

MAXINE J. PEARSON, State of Illinois, County of Cook



Attest: American National Bank and Trust Company of Chicago, Assistant Secretary

As Trustee for the said County and the said County of Cook, and the said County of Cook, I have caused these presents to be recorded in the Office of the Recorder of Deeds of the County of Cook, Illinois, on the 2nd day of December, 1924, at which time the same were duly acknowledged by me, the said Notary Public, in and for the said County of Cook, Illinois, and by the said Trustee, and by the said Assistant Secretary, and by the said Recorder of Deeds, in and for the said County of Cook, Illinois.

The said Trustee, Assistant Secretary, Recorder of Deeds, and I, the said Notary Public, are duly qualified to perform the duties herein provided for, and we are all duly sworn to perform the same faithfully and to the best of our ability, knowledge and conscience, according to the laws and customs of the said State of Illinois, and of the County of Cook, Illinois, and of the said County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, and the seal of the said Trustee, Assistant Secretary, Recorder of Deeds, and I, the said Notary Public, in and for the said County of Cook, Illinois, on the 2nd day of December, 1924, at Chicago, Illinois.

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CG 30888

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