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Edley, Rodriguez & ...

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

88317560

TRUST DEED

724887

1988 JUL 19 PM 1:26

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 15, 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 August 20, 1984 and known as trust number 61974, 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 THREE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED ELEVEN AND 55/100 (\$393,211.55) 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: TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$2,850.00)

Dollars on the 15th day of July 1988 and TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$2,850.00)

Dollars on the 15th 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 15th day of June, 1998. 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 (7) per cent 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 SPALTER 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 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 DU PAGE AND STATE OF ILLINOIS, to wit:

\$17.00

(SEE ATTACHED RIDER)

UNDERSIGNED AGREES TO DEPOSIT WITH SPALTER FINANCE CO. EACH MONTH, ON OR BEFORE THE DATE EACH PAYMENT IS DUE, A SUM EQUAL TO 1/12 OF THE AMOUNT SPALTER FINANCE CO. DEEMS NECESSARY TO MEET THE ANNUAL REAL ESTATE TAXES AND INSURANCE. UNTIL FURTHER NOTICE, THE MONTHLY DEPOSIT SHALL BE \$350.00. IF UNDERSIGNED FAILS TO MAKE ANY SUCH DEPOSIT ON TIME, SPALTER FINANCE CO. MAY DECLARE THE NOTE SECURED BY THIS TRUST DEED IN DEFAULT AND EXERCISE ITS RIGHT OF ACCELERATION.

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 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 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 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

DELIVERY INSTRUCTIONS  
NAME THIS INSTRUMENT PREPARED BY:  
ROBERT D. GORDON, Atty.  
STREET 127 N. Dearborn #1440  
CITY Chicago, IL 60602  
OR 333  
RECORDERS OFFICE BOX NUMBER

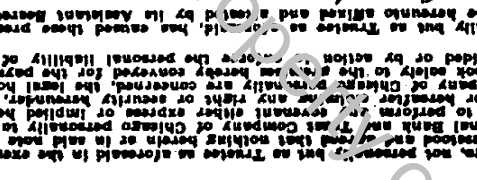
FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

- 1. 2600 W. Thomas & 1106-08 N. Rockwall, Chicago, IL 60622
- 2. 3134 W. North Ave., Chicago, IL 60647
- 3. 38 Blue Ridge, Glendale Heights, IL 60137

Even under my Seal  
My Commission Expires 8/27/90  
Notary Public, State of Illinois  
Karen E. Burns  
DO HEREBY CERTIFY, that  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, personally known to me to be the same person or persons whose name or names appear on the instrument in which this Trust Deed has been recorded, has executed the same, and that the same is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument, and that the same is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument, and that the same is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument.



**STATE OF ILLINOIS**  
COUNTY OF COOK  
I, **KAREN E. BURNS**,  
Notary Public in and for said County, in the State aforesaid, do hereby certify, that the instrument in which this Trust Deed has been recorded, is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument, and that the same is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument.

**ATTEST**  
BY:   
ASSISTANT SECRETARY  
VICE PRESIDENT

**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**  
As Trustee of the instrument in which this Trust Deed has been recorded, do hereby certify, that the instrument in which this Trust Deed has been recorded, is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument, and that the same is a true and correct copy of the original instrument, as the same was presented to me for my notarial services, and that the same was subscribed and sworn to by the person or persons whose name or names appear on the instrument.

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## R I D E R

PARCEL I: Lot 10 in Gross Third Humboldt Park Addition to Chicago in Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois commonly known as 2600 W. Thomas and 1106-08 N. Rockwell, Chicago, Illinois 60622.  
Tax No. 16-01-405-044-0000

PARCEL II: Lot 19 in Block 5 in Johnston and Cox's Subdivision of the South West  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3134 W. North Avenue, Chicago, Illinois 60647.  
Tax No. 13-36-329-036-0000

PARCEL III: Lot 13 in Block 58 in Westlake, Unit No. 16, being a subdivision of part of the North East  $\frac{1}{4}$  of Section 28, Township 40 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1976 as document R76-89142, in DuPage County, Illinois commonly known as 38 Blue Ridge, Glendale Heights, Illinois 60137.  
Tax No. 02-28-206-033-0000

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Property of Cook County Clerk's Office

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