

TRUST DEED

88377723

THE ABOVE SPACE FOR RECORDER'S USE ONLY

② 5119323 MMS

THIS INDENTURE, Made JULY 29th 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 MARCH 16, 1965 and known as trust number 21447, herein referred to as "First Party," and

CHARLES B. ZELLER, JR., 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 FIFTY THOUSAND AND NO/100ths (\$50,000.00)-----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 AUGUST 10th, 1983 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2% per cent per annum in instalments as follows: FIVE HUNDRED FIFTY TWO & 70/100ths (\$552.70) OR MORE -----

Dollars on the 10th day of SEPTEMBER 1988 and FIVE HUNDRED FIFTY TWO & 70/100ths (\$552.70) OR MORE -----

Dollars on the 10th day of each & EVERY MO. 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 10th day of AUGUST 1983. 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 10 1/2% per cent 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 C. B. ZELLER, 1457 WEST BELMONT AVE., CHGO., ILL. 60657 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 STATE OF ILLINOIS, to wit:

LOT 37 IN SCHORCH VILLA, A RESUBDIVISION OF LOTS 111 TO 145 INCLUSIVE IN HINKAMP & COMPANY'S BELMONT AVENUE SUBDIVISION, A RESUBDIVISION OF PART OF OLIVER L. WATSON'S BELMONT HEIGHTS ADDITION TO CHICAGO OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOTS 26 TO 40 INCLUSIVE IN BLOCK 1, AND LOTS 1 TO 20 INCLUSIVE IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 1 AND 2 IN WELSON J. COBB'S ADDITION TO MONTCLARE, A SUBDIVISION OF THE EAST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, township 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3242 NORTH OAK PARK, ILLINOIS

PERMANENT TAX NO: 13-19-334-026

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DEPT-01 11.25
T#444 FROM 1695 08/19/88 11:18:00
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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 placed 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 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 in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and any 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 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 C. B. ZELLER
STREET 1457 WEST BELMONT AVE.
CITY CHICAGO, ILLINOIS 60657

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



OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER REL. #3846

\$12.00 MAIL

UNOFFICIAL COPY

FILED BY THE TRUSTEE NAMED HEREIN UNDER THE TRUST DEED. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IN P O R T A N T

The Instrument Note mentioned in the within Trust Deed has been identified hereby under Identification No. REL #3846

Aug 16 1988

My commission expires _____ day of _____ 19__

Notary Public L.M. S... My Commission expires... State of Illinois... County of Cook... DO HENRY GRANT, Notary Public in and for said County, in the State of Illinois.

By: [Signature] Assistant Secretary, American National Bank and Trust Company of Chicago, Inc. Vice President

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, Inc. has caused these presents to be signed by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

17. It is understood and agreed that in the event of the transfer of the legal title to the property, that the entire principal and interest shall become due as of the date of the said recordings of the transfer of the document.

10. Trustee may require by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the redemption, inability or refusal to pay of the note, that the holder of the note shall be obligated to pay the principal and interest due on the note...

9. Trustee shall release (this trust deed and the lien thereon) by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and discharged...

8. Trustee has no duty to remain in the title, hearing, existence, or continuation of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder, if the holder of the note, or any other person, is not liable for any debt or obligation hereunder, except in case of that person's own gross negligence or misconduct...

7. Trustee or the holder of the note shall have the right to impact the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to remain in the title, hearing, existence, or continuation of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder...

6. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose the lien hereon...