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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDERS' USE ONLY

THIS INDENTURE, Made August 23, 1989, 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 May 26, 1987 and known as trust number 102599-01, 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 One Hundred Thousand No/100 - - - - - (\$100,000.00

made payable to ~~BEANER~~ Manufacturers Bank 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 29, 1989 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows: Interest only payable monthly, beginning on the 29th day of September, 1989, in the amount of \$916.67; followed by 4 additional monthly interest instalments of \$916.67 each, up to and including the 29th day of January, 1990

Dollars on the day of 19 and Dollars on the day of each 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 day of 19

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 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 Manufacturers Bank, 1200 N. Ashland Avenue, Chicago, Illinois 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, do hereby 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 14 and 15 and the North 25 feet of Lot 16 in Block 14 in Devon McCormick Boulevard Addition to Rogers Park in the South East 1/4 of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 10-35-412-046-0000
10-35-412-030-0000

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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, issue, 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, indoor bins, 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 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 to Trustee or to holders of the notes; (4) comply with all requirements of law or municipal ordinances with respect to 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 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

NAME Manufacturers Bank
STREET 1200 N. Ashland Avenue
CITY Chicago, Illinois 60622
INSTRUCTIONS OR 333
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
6508 N. Drake
Lincolnwood, Illinois

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TRUSTEE

THE NOTE SECURED BY THIS TRUST DEED IS IDENTIFIED BY THE TRUSTEE NAMED HEREIN AS BEING THE TRUST DEED

IMPORTANT

The instrument mentioned in the foregoing has been identified

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS

NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and DO HERBERT GEORGE, Manager of said bank, a national banking association, personally known to me to be the same persons who executed and delivered the said instrument as their own deed and voluntary act, and as to the foregoing instrument as aforesaid, personally known to me to be the same persons who executed and delivered the said instrument as their own deed and voluntary act, and

STATE OF ILLINOIS COUNTY OF COOK

Attest: American National Bank and Trust Company of Chicago Vice-President and a P. O. S. VICE PRESIDENT



THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and is expressly intended and executed as a trust deed to be performed in accordance with the provisions herein contained, and to be performed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in accordance with the provisions herein contained, and to be performed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in accordance with the provisions herein contained.

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

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4. Trustee has no duty to exercise the title, location, extension, or condition of the premises, nor shall Trustee be obligated to record this trust deed for the purpose of the premises, but shall be obligated to record this trust deed if and when the premises are sold, mortgaged, or otherwise disposed of, or if the title, location, extension, or condition of the premises shall be changed, or if the premises shall be in any way affected.

5. 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, and may also appoint a receiver of the rents and profits thereon, and may also appoint a receiver of the rents and profits thereon, and may also appoint a receiver of the rents and profits thereon, and may also appoint a receiver of the rents and profits thereon.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all other items which under the terms hereof constitute secured indebtedness, including all liens as are mentioned in the preceding paragraph second, all liens in priority to the lien hereof, including all liens as are mentioned in the preceding paragraph third, all other liens in priority to the lien hereof, including all liens as are mentioned in the preceding paragraph fourth, the balance to the holder of the note hereof.

7. The Trustee or holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the provisions of this paragraph. The Trustee or holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the provisions of this paragraph.

8. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed may, at the discretion of the holder of the note, be paid in cash or by mortgage, or by other means, and the holder of the note may, at its option, elect to make any such payment in cash or by mortgage, or by other means, and the holder of the note may, at its option, elect to make any such payment in cash or by mortgage, or by other means.

9. The Trustee or holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the provisions of this paragraph. The Trustee or holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the provisions of this paragraph.