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UNOFFICIAL COPY

1989 OCT 17 2:45 89491854

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 4, 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 July 14, 1989 and known as trust number 108889-07, 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 SEVENTY THREE THOUSAND AND NO/100 (\$73,000.00) 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 date on the balance of principal remaining from time to time unpaid at the rate of

*see below per cent per annum in instalments as follows: THREE THOUSAND AND NO/100 plus interest (\$3,000.00) DOLLARS on the 4th day of November, 1989; FIVE HUNDRED EIGHTY EIGHT AND NO/100

plus interest (\$588.00) Dollars on the 4th day of December 1989 and FIVE HUNDRED EIGHTY EIGHT AND NO/100 plus interest (\$588.00)-----

Dollars on the 4th 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 4th day of October, 1999. 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 place 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 SPALTER FINANCE CO., 8831-33 Gross Point Road, Skokie, IL 60077 - 312/657-7720. 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 STATE OF ILLINOIS, to wit:

Lots 21 and 22 in Block 7 in Ullmann's Subdivision of the South East 1/4 of the South West 1/4 and the West Third of the South 20 acres, West 26.60 chains of the South East 1/4 of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois commonly known as 5246-50 W. North Avenue, Chicago, Illinois 60639.

Tax No. 13-33-325-033-0000

12.00

* Interest shall be at the variable rate of 3 per cent per annum above the prime rate at the First National Bank of Chicago as announced from time to time. The interest rate shall be changed on the 4th day of each month following a change in said prime rate.

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 herein 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) 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 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

72-00-981-D4

Recorder's Office

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DELIVERY INSTRUCTIONS

NAME This instrument prepared by: ROBERT D. GORDON, Atty. STREET 205 W. Randolph #2201 Chicago, IL 60606 CITY 236-0688

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

5246-50 W. North Avenue Chicago, IL 60639

OR 333

RECORDER'S OFFICE BOX NUMBER

Trustee

IS FILED FOR RECORD.

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

IMPORTANT

The Instrument Note mentioned in the Trust Deed has been identified herewith under Identification No. 266702

My commission expires _____ day of _____ 1989

Notary Public

Given under my hand and Notary Seal this _____ day of _____ 1989

STATE OF ILLINOIS COUNTY OF COOK

Attest KULA DAVIDSON

By _____ VICE PRESIDENT

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

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as stated in the above written instrument, 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as stated in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note con-

stituted shall be construed as creating any liability on the part of the American National Bank and Trust Company of Chicago or its officers, directors, employees or agents in any manner whatsoever.

The day and year first above written.

any power herein given.

8. Trustee has no duty to guarantee the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed

or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of

fraud or willful negligence of the Trustee, and it may require indemnification therefor, except in case of fraud or willful negligence of the Trustee.

9. Trustee shall release the trust and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full, and that the Trustee has received from the mortgagor the amount of the note and interest thereon.

10. Trustee may assign by instrument in writing in the office of the Recorder of Deeds of Cook County, Illinois, any or all of the rights and interests herein conferred upon it by this trust deed, and the assignee shall be bound by the terms hereof.

11. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

12. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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14. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

15. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

18. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

19. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

20. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

21. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

22. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

23. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.