TRUST DEED

## UNOFF LLOY A GUISTE LINCOLN BY:

CHICAGO, ILLINOIS 60614

89563093

THE ABOVE SPACE FOR RECORDERS USE ONLY

······································
THIS INDENTURE, Made November 14, 1989, between American National Bank and Trust
Company of Chicago, 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 October 24, 1988
and known as trust number 106802-05, 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 here-
with in the Principal Sum of Three Hundred Thousand (\$300,000.00)
Dollars,
made payable to BEANTHS Bernice Kosoglad
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 in annual
instalments was which are on interest only ************************************
*#####################################
**************************************
on the unjuries with more than a subject to the control of the con
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
day of November 1999, with interest from the date hereof on the principal balance
from time to time unpaid at the rate of ten (10%) per cent per annum payable annually ; exercise ten (10%) per cent per annum payable ; exercise ten (10%)
NAMES AND ASSESSED TO SEE A SECOND PROPERTY OF SEE ASSESSED ASSESS
trust company in Chicago
Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-
ment, then at the office of Bernice Kosoglad in said City,
NOW, THEREFORE, First Party to accure the payment of the aild 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 the bollar in hand paid, the receipt whereof is hereby arknowledged, 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 COK AND STALE OF ILLINOIS, to wit:
SEE LEGAL DESCRIPTION ATTACHED HERLTO
SEE LEGAL DESCRIPTION ATTACHED HERLTO  CO  Which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER, with all improvements, tenements, casements, fatures, and appartenances thereto belonging, and all rents, issue and profits thereof for
$\mathcal{G}$
TO A. TO
$oldsymbol{arphi}_{oldsymbol{\oldsymbol{\alpha}_{oldsymbol{\oldsymbol{\alpha}_{oldsymbol{\oldsymbol{\alpha}_{oldsymbol{\oldsymbol{\alpha}_{oldsymbol{\olds$
μ
0'
which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, ensements, 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 twhich are pledged primarily and on a parity with said

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, are conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), servens, window shades, storm doors and windows, floor coverings, insder beds, awaings, stoves and water hesters. 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 talate.

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 DIMPHED (IMPREMENTAL)

in 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: (11 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 lieus or claims for lieu not expressly aubordinated to the lieu hereof, (3) may when due any indebtedness which may be secured by a lieu or charge on the premises superior to the item hereof, and upon request within satisfactory evidence of the discharge of such prior lieu to Trustee or to holders of the notes; (4) complete within a reasonable time any huildings 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, (5) refrain from making material alterations in a said premises except as required by law or municipal ordinance, (7) pay before any penalty attaches all general taxes, and pay appeal taxes, special assessments, water charges, sower service charges, and other charges against the premises when due, and upon written request, to fusies or to holders of the note duplicate receipts therefor, (8) pay in full under protect, 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 and premises insured against loss or damage by fire, lightning or windstorm under publishing and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm under publishing 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 insuran

NAME Lloyd E. Gussis D  $\mathbf{E}$ 2520 North Lincoln Avenue STREET L Chicago, IL 6064 I CITY V L  $\mathbf{E}$ R OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

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

1750 N. Wells, #1-Com Chicago, IL PTIN: 14-33-413-039-1025 holders of the note, such rights to be exicuted by the standard of tagge classiff be attribed a case, early and to deliver all policies, to holder of the standard of the note may be attributed as the standard of the note may form and another expective dates of expiration, then Tristee or the holders of the note may but heed not make ally payment or perform any action and manner deciral expedient, and may, but heed not, make ally payment or perform any action any action and purchase, discharge, compromise or settle any tax here or other prior lies or title or claim thereof, or orders from any tax aske or fortestive affecting and purchase, discharge, compromise or action and any other moneys advanced by Trustee or the holders of the note to prior to the moneys advanced by Trustee or the holders of the note to protect the montgaged premises are contest of may be restouched by the seasonable consensation to Trustee for each matter concerning which action herein authorized may be raken, asked be so much additional indebteties ascured berely and whall become immediately due and payable without notice and with interest thereon at the rate of seven are centured to have a survey of any right accurage to them or account of any of the note holders of the note shall never be considered as a survey of any right accurage to them or account of any of the role and payable without notice and with interest thereon at the rate of seven are centured to the protection of Trustee or holders of the note shall never be considered as a survey of any right accurage to them or account of any of the

sided, third, all principal and interest remaining unpaid on the note: fourth, any occuping to Fost Party its legal representatives or assigns as their lights may appear.

6. Upon, or at any true after the fling of a bill to forecline this trust deed, the court in which such bill is fited has appear to the property of property of the property of th

any power herein given.

2. Trustee shall caleage this troit deed and the Len thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness accurately the trait deed has been fully paid; and Trustee may execute and deliver a release based to said at the tequiant of and the first of the day been fully paid; and Trustee may execute and deliver a release based to said at the tequiant of and tendent which here is released to a successor trustee in a residence of a first produce and evaluate to Trustee the node representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as a troi without against the executed of a successor trustee may accept as the secured at any note which been a college to relate the note and which be included in the configuration in substance with the description location of the note and which purposition to be executed or behalf of this Trustee, and where the regime to represent our regime trustee and it has note excuted a certificate on any instrument identifying same as the note described any note which may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purposes to be executed on behalf of these first presented in the first purposes are studied in the first purpose.

19. Trustee may resign by instrument in writing filed in the office of the created of the containing in which the premises are situated shall be Successor in Trust Any Successor in Trust hereaft, shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable companies on for all acts performed hereunder.

<sub>6956309</sub>3

Terrori 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 it is expressly understood and as reed that nothing herein or in said note contained that he construct arressing any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said mode and in the interest of the property of the said in the contained are resulted as a cruing hereunder, or to perform any evenant either express or implied herein that we have a substitute of the said and the said and the contained and the contained are resulted as a substitute of the said and the said American National Bank and Trust Company of Chicago person sity are conserved, the least holder or holders of said note and the owner or owners of any indebtedness according hereunder shall look solely to the premises hereby conveyed for the payment hereon, by the enforcement of the lice hereon, in the manner herein and in said note provided or by action to inforce the personal liability of the surpaisants.

IN WITHESS WHEREOF. American National Bank and Trust Company of Chicago not personally but as Trustee as afor sair, has 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 attest d by its Assistant Secretary, the day and year first above written American National Bank & Trust Company of Chicago

WANT STRUST CO. (011014)/ E SEAL

as aforesaid, and not perse ship. By. VICE PRESIDENT Attest ASSISTANT SECRETARY

STATE OF ILLINOIS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons where names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they agreed and delivered the said instrument as their own free and voluntary set and as the free and voluntary act of said National Banking Association, as Trustee, for the corporate seed of said National Banking Association, caused the corporate seed of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary set-pressure the said Assistant Secretary's own free and voluntary act and as the free and voluntary set-pressure the said National Banking Association for the uses and purposes therein set forth.

Ž		3
ž	Barrier Barrier	Ž
₹.	No chillie man way it was in 189	7_

Instalment Note mentioned in the within Trust Deed has been identified

22

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-PIED BY THE TRUSTEE NAMED HEREIN REPORE THE TRUST DEED IS FILED FOR RECORD.

herewith under Identification No. ...

Trustee

survey of the following described real estate: Unit 1-Com in 1750 North Wella Condominium, as delineated on a

Parcel 1:

Principal Meridian, in Section 33, Township 40 North, Range 14 East of the Third of the North half of Lot 12 in Gale's North Addition to Chicago The South 8 feet of Lot 3 and all of Lot 4 in Runtz's Subdivision

OBIB

Parcel 2:

all in Gook County, Illinoia, Township 40 North, Range 14 East of the Third Principal Meridian, 12 end 13 in Gale's Worth Addition to Chicago in Section 33, Lots 4 and 5 in Lowe and Rosskopf's Subdivision of part of Lots

au b.

solvening and set forth in whid Declaration and Survey. undivided percentate interests in the common elements, as defined which survey is attrohed as Exhibit "A" to the Declaration of Condominium recorded as Document 26116779, together with its

THUR COUNTY DETONOCH हराहरू १ - ४८ - ४ व्याहर 0000-5001 68/22/01 mode 8900 (10074) 412132

89562093

00

UNOFFICIAL COPY