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M-3250

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INSTRUCTIONS

THE FIRST NATIONAL BANK OF LINCOLNWOOD

6401 N. LINCOLN AVENUE

LINCOLNWOOD, IL 60645

ATTN: CHARLES A. GREENSTEIN, SR., V.P.

9332 OZARK

MORTON GROVE, IL 60053

PERM. R.E. TAX ID #09-13-106-025

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

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and trusts hereinafter set forth. (1) 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 mechanical or other items for their not expressly subordinated to the lien hereof; (3) pay before any general lien attached to the premises, all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to holders of the notes duplicate receipts therefor; (4) pay in full the amount of any indebtedness now or at any time in process of collection upon said premises; (5) refrain from making alterations in said premises except as required by law or municipal ordinance; (6) comply with all requirements of law or municipal ordinance with respect to buildings now or at any time in process of construction; (7) pay before any general lien attached to the premises, all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to holders of the notes duplicate receipts therefor; (8) keep in full the amount of any indebtedness now or hereafter on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment under such policies, in the manner provided by said policies, and pay the cost of replacing or repairing the same or to pay in full the indebtedness secured here- by, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, 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, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without limitation, radiators, air conditioning, windows, shades, storm doors and windows, door coverings, floor beds, swimming, saunas 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 existing, fixtures, equipment, and appurtenances heretofore placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 14th day of December, 1989.

CHARLES A. GREENSTEIN, SR., V.P. OF THE FIRST NATIONAL BANK OF LINCOLNWOOD, ILLINOIS

AGREEMENT WAS PREPARED BY CHARLES A. GREENSTEIN, SR., V.P. OF THE FIRST NATIONAL BANK OF LINCOLNWOOD, ILLINOIS

SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

LOT 141, IN GLEN GROVE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND STATE OF ILLINOIS, to wit: COOK

being in the COUNTY OF

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 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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook and State of Illinois, to wit:

ment, then at the office of 6401 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645 in said City, Illinois, as the holders of the note payable to First Party, or its assigns, and in absence of such appoint- trust company in LINCOLNWOOD

seven per cent per annum, and all of said principal and interest being made payable at such banking house or

-----; each of said installments of principal bearing interest after maturity at the rate of

----- from three to time unpaid at the rate of

----- day of ----- with interest

----- on the principal balance

----- day of ----- with a first payment of the balance due on the

----- on the ----- day of ----- and

----- Dollars

subject to said Trust Agreement and hereinafter specifically described, the said principal sum in

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate

made payable to BEARER

Dollars, THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date here-

AND TRUST COMPANY herein referred to as TRUSTEE, witnesseth:

with in the Principal Sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100

recorded and delivered to said Company in pursuance of a Trust Agreement dated JANUARY 5, 1979

Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly

19 89, between American National Bank and Trust

THIS INDENTURE, Made

DECEMBER 8,

1989, hereinafter referred to as "First Party," and CHICAGO TITLE

and known as trust number 45567

89604247

14 00

THE ABOVE SPACE FOR RECORDERS USE ONLY
89604247

89604247

DEC 19 1989

COOK COUNTY, ILLINOIS

TRUST DEED

761176

DEC 19 1989 72 41 2421

THIS TRUST DEED IS EXTENDED BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TO BE HAD IN FORCE IN THE COUNTY OF COOK, STATE OF ILLINOIS.



NOTARY PUBLIC
 Date: DEC 13 1939

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 whose names are subscribed to the foregoing instrument as such and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the use and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that said National Banking Association, as Trustee, for the use and purpose therein set forth; and that the said Assistant Secretary and the said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as such and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the use and purpose therein set forth; and the said Assistant Secretary and the said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as such and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the use and purpose therein set forth.

STATE OF ILLINOIS, }
 COUNTY OF COOK, } SS

By _____
 Vice-President
 American National Bank & Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee and acting by its Assistant Secretary, 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 attested by its Assistant Secretary, to wit: _____, Assistant Secretary, and not personally.

Attest:

CLARENCE HOBBS, SECRETARY

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

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The principal sum and interest to be payable in installments as follows: \$1,029.08 or more on the 1st day of FEBRUARY, 1990 and \$1,029.08 or more on the 1st day of each and every 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 1st day of JANUARY, 2020.

Interest on said note shall accrue at a rate per annum equal to the interest rate index in effect each day, which rate shall change when and as the interest rate index changes, however, the interest rate will never be higher than 20.0%. All installment payments received on said note shall be applied first to the payment of interest accrued to the date the installment is paid, and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. Interest on said note shall increase to a rate per annum equal to the sum of the interest rate index in effect each day plus 5.0% (which rate shall change when and as the interest rate index changes) upon default, or after the due date of the final installment until all liabilities are paid, however, the increased interest rate will never be higher than 20.00%. Interest on said note will be computed based upon a 360-day year for the actual number of days elapsed. The interest rate index is the moving average each month of the highest "Prime Rate" as published in the Money Rates section of The Wall Street Journal, each business day. The Prime Rate in effect on non-business days shall be the highest Prime Rate published in The Wall Street Journal on the immediately preceding business day. Any interest rate index change shall be effective as of the first day of the second month immediately following a change in the interest rate index for any month. If the index is no longer available, then bank will choose a new index in its sole discretion and will send notification of this choice. The installment payments due under said note shall be changed as of the first day of the month following the effective date of any change in the interest rate index to a monthly payment amount sufficient to repay the loan based on the amount necessary to fully amortize the remaining loan balance at the new interest rate over the remaining loan term. Bank shall give notice at least 25 calendar days but not more than 120 calendar days prior to the effective date of any change in the installment payment pursuant to a change in the interest rate index as hereinabove set forth.

In addition to the payments called for herein, First Party shall deposit monthly with the holder of the Installment Note a sum equal to 1/12 of the annual Real Estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the First Party hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes, and it shall remain the obligation of the First Party to secure such funds from the reserve to pay such taxes when due, or in lieu thereof, First Party shall establish an interest bearing pledged savings account in accordance with the provisions of Illinois Revised Statutes, Chapter 17, Paragraph 4906.

TRANSFER OF THE PROPERTY: DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party, its successors or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedial action permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

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2025/01/01