

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Prepared by:
Dana Carter
1836 N. Broadway
Melrose Park, IL 60160

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made November 15 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 November 3, 1989 and known as trust number 109592-03, herein referred to as "First Party," and American National Bank of Melrose Park, a National Banking Association

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 Six Hundred Thirty Thousand and 00/100 (\$630,000.00) 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 December 27, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10 3/4 per cent per annum in instalments as follows:
Seven Thousand Sixty-One and 97/100 (\$7,061.97)

Dollars on the 27th day of January 1990 and (\$7,061.97)

Dollars on the 27th 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 27th day of December 1994. 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 18 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park, 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 American National Bank of Melrose Park 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:

(See legal attached hereto incorporated by reference).

15.00

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, inements, 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, ladder 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 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 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 ordinances; (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 American National Bank of Melrose Park
STREET 1836 N. Broadway
CITY Melrose Park, IL 60160
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BOX 333 - GG OR
INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INDEX BY THE ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1980 Hawthorne
Melrose Park, Illinois 60160

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1980 Hawthorn
Morse Park, Ill.
P10: 12-33-302-028
12-33-400-031
12-33-400-031
12-33-400-031
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PARCEL 3: THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE LING EAST OF A LINE 460 FEET EAST OF THE EAST LINE OF CORNELL AVENUE AS DEDICATED BY DOCUMENT NUMBER 15459665 RECORDED OCTOBER 15, 1952 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF CORNELL AVENUE THROUGH A POINT ON SAID LINE WHICH IS 878.52 FEET NORTH OF THE SOUTH LINE OF THE NORTH 80 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THE EAST 1/2 OF THE SOUTH WEST 1/4 TOGETHER WITH THE WEST 10 ACRES OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33 AFORESAID AND NORTHWESTERLY OF A CURVED LINE CONVEY

PARCEL 2: THAT PART OF THE EAST 230 FEET OF THE WEST 414.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 414.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33, WHICH IS 925.44 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE OF SAID WEST 414.10 FEET A DISTANCE OF 208.69 FEET; THENCE NORTHWESTERLY 202.38 FEET TO A POINT ON THE EAST LINE OF THE WEST 184.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 WHICH IS 201.25 FEET NORTH OF THE SOUTH LINE OF THE PREMISES HEREWITH DESCRIBED EXTENDED WEST; THENCE NORTH ALONG THE EAST LINE OF THE AFORESAID WEST 184.10 FEET A DISTANCE OF 248.35 FEET; THENCE SOUTHWESTERLY 170.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 202.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 WHICH IS 219.60 FEET NORTH OF THE SOUTH LINE OF PREMISES HEREWITH DESCRIBED; THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID WEST 202.10 FEET A DISTANCE OF 30 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE PREMISES DESCRIBED 212 FEET; THENCE SOUTH 249.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1: THAT PART OF THE EAST 230 FEET OF THE WEST 414.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 414.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 WHICH IS 765.20 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE OF THE WEST 414.10 FEET, A DISTANCE OF 212 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30 FEET; THENCE NORTHWESTERLY 170.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 184.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 WHICH IS 200 FEET NORTH OF THE SOUTH LINE OF THE PREMISES HEREWITH DESCRIBED EXTENDED WEST; THENCE NORTH ALONG THE EAST LINE OF THE AFORESAID WEST 184.10 FEET A DISTANCE OF 161.45 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 202.38 FEET TO A POINT 205.41 FEET EAST OF THE WEST LINE OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 AFORESAID WHICH IS 160.20 FEET NORTH OF THE SOUTH LINE OF THE PREMISES HEREWITH DESCRIBED; THENCE EAST PARALLEL TO SAID SOUTH LINE 208.69 FEET; THENCE SOUTH 160.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:
 THAT PART OF THE EAST 230 FEET OF THE WEST 414.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 414.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33 WHICH IS 795.20 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE OF THE WEST 414.10 FEET A DISTANCE OF 212 FEET; THENCE NORTHWESTERLY 170.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 184.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33, WHICH IS 170 FEET NORTH OF THE LAST DESCRIBED COURSE, FOR THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED; THENCE SOUTHWESTERLY ON THE LAST DESCRIBED COURSE FOR A DISTANCE OF 119.7 FEET; THENCE WEST .7 FEET; THENCE NORTHWESTERLY PARALLEL TO THE FIRST DESCRIBED COURSE, TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 184.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 184.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TO THE SOUTH EAST RADIUS OF 265 FEET, SAID CURVED LINE BEING TANGENT TO A LINE FORMING A RIGHT ANGLE WITH THE EAST LINE OF CORNELL AVENUE AT A POINT 618.52 FEET NORTH OF THE SOUTH LINE OF THE NORTH 80 ACRES OF THE TRACT OF LAND ABOVE DESCRIBED AND ALSO TANGENT TO THE EAST LINE OF THE WEST 167.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 OF SAID SECTION 33, EXCEPTING FROM SAID PREMISES THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

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