

UNOFFICIAL COPY

TRUST DEED
727517

89058511

Form 941 Rev. 7-60

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 10 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 January 6, 1989 and known as trust number 107351-08, herein referred to as "First Party," and Chicago Title and Trust Company,

herein referred to as TRUSTEE, witnesseth:

89058511

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of THREE HUNDRED AND NO/100THS

(\$30,000.00) 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 in monthly instalments as follows: THREE HUNDRED SEVENTY THREE & 40/100THS (\$373.40) DOLLARS

on the FIRST day of MARCH 1989, and THREE HUNDRED SEVENTY THREE & 40/100THS DOLLARS

on the FIRST day of each MONTH thereafter, to and including the

FIRST day of JANUARY 1994, with a final payment of the balance due on the FIRST

day of FEBRUARY 1994, with interest from the date of disbursement on the principal balance

from time to time unpaid at the rate of ten and three quarters (10,75%) per cent per annum ~~XXXXXX~~ XXXXXXXXXXXX ~~XXXXXX~~ XXXXXXXXXXXX each of said instalments of principal bearing interest after maturity at the rate of seven and one half (7,5%) 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 DEYON BANK, 6445 North Western Avenue, 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 situated, lying and being in the COUNTY OF COOK

AND STATE OF ILLINOIS, to wit: Lot 41 (Except the West 13 Feet thereof) and all of Lot 42 in Block 16 in National City Realty Company's Third Addition to Roger's Park, in Section 26, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Argument Index Number: 10-36-289-073, Volume 503 Cannon Address: 2512 West Pratt Avenue, Chicago, Illinois.

This instrument prepared by: Stephen Gary Polkowicz, 6445 N. Western Avenue, Chicago, Illinois 60645.

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#2007 01 10 #-439-058511
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."

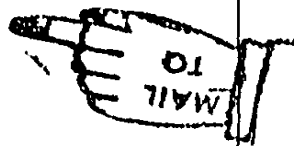
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are deleted primarily and on a parity with said 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, radiator beds, awnings, stairs 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 trusts and terms 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 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 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 note; (4) comply 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 recede 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

D NAME Stephen Gary Polkowicz
E L STREET 6445 North Western Avenue
V CTY Chicago, Illinois 60645
E R OR
Y INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER



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

2512 West Pratt Avenue

Chicago, Illinois

\$12.00 MAIL

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THIS INSTRUMENT IS FILED FOR RECORD...

CHICAGO BILLS & TRUST COMPANY... THE INSTRUMENT STATE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED...

OFFICIAL SEAL... MY COMMISSION EXPIRES 8/21/30

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO... KAREN E. BURNS, ASSISTANT SECRETARY

THIS TRUST DEED IS CONTROLLED BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO... IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago and Trust Company of Chicago and Trust Company of Chicago have caused their President...

11. The entire balance remaining unpaid from time to time of the principal and interest due and payable hereunder shall be secured by this Trust Deed... upon the sale, transfer or conveyance of the real estate...

12. The trustee shall have the right to inspect and copy all books and records of the borrower... and to require any person having possession or control of the same to produce the same...

13. The trustee shall have the right to assign or sublet all or any part of the property... and to require any person having possession or control of the same to produce the same...

14. The trustee shall have the right to sue for the principal and interest... and to require any person having possession or control of the same to produce the same...

15. The trustee shall have the right to execute and record a deed... and to require any person having possession or control of the same to produce the same...

16. The trustee shall have the right to execute and record a deed... and to require any person having possession or control of the same to produce the same...

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