

UNOFFICIAL COPY

TRUST DEED

89060175

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 24 19 89 , between Amalgamated Trust & Savings Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated January 5, 1989 and known as trust number 5407 , herein referred to as "First Party," and

Amalgamated Trust & Savings Bank an Illinois corporation 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 One Hundred Sixty One Thousand (\$161,000.00)

Dollars,

made payable to ~~BEARER~~ Amalgamated Trust & Savings Bank 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 of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11 3/4 per cent per annum in instalments as follows:
One Thousand Nine hundred Twenty Three & 45/100 (\$1,923.45)

Dollars on the First day of March 1989 and One Thousand Nine Hundred Twenty Three & 45/100 (\$1,923.45)

Dollars on the First day of 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 First day of February 1992 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 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 Amalgamated Trust & Savings Bank 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:

Lot 1 (except the West 0 feet 6 inches thereof) In Block 3 In T. J. Grady's 6th Greenbriar addition to North Edgewater, a Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

P. I. N. # 13-01-105-008

(2901-03-05 W. Devon Avenue, Chicago, IL)

89060175

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 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 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 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 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

NAME J. L. Mullen
c/o Amalgamated Bank
STREET 1 W. Monroe
CITY Chicago, IL 60603
OR INSTRUCTIONS

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

2901-03-05 W. Devon
Chicago, IL 60603

RECORDER'S OFFICE BOX NUMBER

\$12.00 MAIL

IS FILED FOR RECORD

FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IMPOUND

The Instrument Note mentioned in the within Trust Deed has been identified

herewith under Identification No. _____

Trustee

Given under my hand and Notarial Seal this 26th day of January 1989

Notary Public: MICHELE HOFSTRA, Notary Public

Beatrice Spargo, Asst. Sec. Assistant Vice-President of the Amalgamated Trust & Savings Bank, Inc. Edward Sweigard, Vice Pres. Assistant Vice-President of the Amalgamated Trust & Savings Bank, Inc.

STATE OF ILLINOIS COUNTY OF COOK

By: MICHELE HOFSTRA, ASSISTANT VICE PRESIDENT

AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE AS SET FORTH AND NOT PERSONALLY

THIS TRUST DEED IS SECURED BY THE AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE AS SET FORTH AND NOT PERSONALLY

IN WITNESS WHEREOF, the Amalgamated Trust & Savings Bank, Inc. has caused these presents to be signed by its Assistant Vice-President, and I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that

the foregoing instrument is a true and correct copy of the original as the same appears in the files of the Amalgamated Trust & Savings Bank, Inc. and that the said Assistant Secretary and I, the undersigned, are duly qualified to perform the duties of our respective offices and that we are duly sworn to perform the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this 26th day of January, 1989.

Notary Public: MICHELE HOFSTRA, Notary Public

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