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UNOFFICIAL COPY

TRUST DEED

1989 MAR 29 11 16 AM

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 1, 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 May 1, 1987 and known as trust number 102604-04, 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 herewith in the Principal Sum of

SIX HUNDRED THOUSAND AND 00/100 DOLLARS***** made payable to ~~XXXXXXXX~~ North Community Bank, 3639 N. Broadway, Chicago, IL 60613 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 Prime + 2 1/2% ~~XXXXXX~~ per annum in instalments as follows: Interest Only Monthly

71-09-040

~~XXXXXX~~ on the 1st day of April 1989 and Interest Only Monthly ~~XXXXXX~~ on the 1st 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 1st day of March 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 ~~XXXXXX~~ 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 North Community Bank, 3639 North Broadway 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, convey, release, alien, sell, give, transfer, and assign, the following described Real Estate situated, lying and being in the COUNTY OF COOK, STATE OF ILLINOIS, to wit:

- PARCEL 1: UNIT NUMBERS 7, 13, AND 17 IN HUDSON MEWS TOWNHOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: (PART OF) LOTS 20, 21, 22, 23, 24 AND 25 IN DIVERSEY'S SUBDIVISION OF BLOCK 54 OF CANAL TRUSTEES SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88171668 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
- PARCEL 2: EASEMENTS FOR INGRESS, EGRESS, SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126, AMENDED BY DOCUMENT NUMBER 88148708 AND 88171667.
- PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR LIGHT AND AIR, AND FOR PEDESTRIAN INGRESS AND EGRESS AND EMERGENCY VEHICULAR TRAFFIC AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT 25685091.
- PARCEL 4: EASEMENT FOR EXCLUSIVE RIGHT TO USE OF PARKING SPACES 2, 5, AND 6 AS OULINEATED ON THE SURVEY ATTACHED AS EXHIBIT II TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126.

PIN: 14-33-330-014
 D.A. 1632 N. Hudson Chicago, Ill.
 1 THE PROVISIONS OF WHICH NOTE INCLUDING THE DUE ON SALE CLAUSE ARE HEREBY INCORPORATED HEREIN AND MADE PART DE BY REFERENCE

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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 a long and during all such times as First Party, its successors or assigns may be entitled thereto (which are located 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, inlaid beds, awnings, stoves and water heaters. All of the foregoing as 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 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

DELIVERY INSTRUCTIONS	NAME	NORTH COMMUNITY BANK	12⁰⁰	FOR RECORDERS INDEX PURPOSES
	STREET	3639 NORTH BROADWAY		INSERT STREET ADDRESS OF ABOVE
	CITY	CHICAGO, IL 60613		DESCRIBED PROPERTY HERE
	ATTN:	LOAN DEPT.		
		BOX 333 - GC		1632 N. Hudson
		OR		Chicago, Illinois
	RECORDER'S OFFICE BOX NUMBER			

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK, 3639 N. BROADWAY, CHICAGO, ILL.
Ronnie M. Graham

