

TRUST DEED

89317222

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 27 19 89, 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 October 16, 1987 and known as trust number 103754-00, herein referred to as "First Party," and Chicago Title & Trust Company

Chicago Title & 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 THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$36,500.00)

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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of P+2%\* per cent per annum in instalments as follows:

FIVE HUNDRED FORTY FIVE (\$545.00)

Dollars on the 1st day of August 19 89 and FIVE HUNDRED FORTY FIVE (\$545.00)

Dollars 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 July 19 91. 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 P+7%\* 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 Water Tower 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:

See Exhibit "A" attached hereto and made a part hereof

\*loan shall bear interest at the rate of Two Percent (2%) per annum in excess of the Bank's Prime Rate, said rate being the highest Prime Rate as published daily in the "Money Rates" section of THE WALL STREET JOURNAL, payable monthly, which rate of interest shall increase or decrease in a total amount equal to the amount by which the Prime Rate increases or decreases from time to time.

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, 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 herein 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 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 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 Prepared by & mail to: W. Watson  
STREET Water Tower Bank  
717 N. Michigan Ave  
CITY Chicago, IL 60611

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

10015 Beverly

Skokie, IL

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

89317222

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OR



# UNOFFICIAL COPY

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## EXHIBIT "A"

UNIT 211, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOTS 37 TO 44, INCLUSIVE, AND LOTS 53 TO 58, INCLUSIVE, (EXCEPT FROM SAID LOTS THAT PART TAKEN FOR ROADS AND EXCEPT THE EAST 11.20 FEET OF SAID LOT 44 AND EXCEPT THE SOUTH 7 FEET OF LOTS 53 TO 55, INCLUSIVE AND EXCEPT THE SOUTH 7 FEET OF LOT 58) IN OLD ORCHARD RESUBDIVISION, A PART OF LOT 5 AND ALL OF LOT 6 IN ADMINISTRATOR'S SUBDIVISION OF THE NORTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP AND DECLARATION OF EASEMENTS, RESTRICTIONS AND AGREEMENTS FOR OLD ORCHARD EAST CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1975 AND KNOWN AS TRUST NUMBER 1066833 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 23510757 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

P.I.N. #10-10-103-030-1022 8

c/k/a 10015 Beverly, Unit 211, Skokie, IL

RECORDED  
INDEXED  
1975  
SEP 29 10 30 AM '75  
CLERK OF DEEDS  
COOK COUNTY  
ILLINOIS

Cook County Clerk's Office  
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