FILED FOR RECORD

TRUST DEED

1989 JUL 26 /M 10: 51

89341850 89341850

THE ABOVE SPACE FOR RECORDERS USE ONLY

19 94, with a final payment of the balance due on the 1st

THIS INDENTURE, Made

19 89, 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. June 1, 1989 and known as trust number 108455-01 herein referred to as "First Party," and Chicago Title &

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-\$14,000.00 with in the Principal Sum of

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

instalments as follows:

DOLLARS \$156.64

1st on the

day of August

June

19 89, and

\$156.64

DOLLARS

on the

dry of each

month

thereafter, to and including the

1st day of day of

1994 with interest

on the principal balance

9 1/2

from time to time unpaid at the rate c. per cent per annum payable ; each of said in talments of principal bearing interest after maturity at the rate of

monthly ; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or Chicago trust company in

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 Felipe Gonzale. in said City, ment, then at the office of in said City,

NOW, THEREFORE, First Party to secure the payment of the and principal sum of money and said interest in accordance with the terms, provisions and ilmitations of this trust deed, and also in consideration of the sum of ... Dollar in hand paid, the receipt whereof is hereby acknowledged, does by those presents grant, remise, release, allen and convey unto the Trustee, its a presents and assigns, the following described Roal Estate situate, lying and AND STATA OF ILLINOIS, to wit: being in the COUNTY OF Cook

> LOTS 34 AND 35 IN BLOCK 2 IN STOREY'S MILWAUKEE AVENUE SUBDIVISION OF THE NORTH EAST 15 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

> > P.I.N. 13-26-403-008

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

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

TOGETHER with all improvements, tenomonia, 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 an aparity 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 tails or centrally, and ventilation, including (without restricting the foregoing), reserves, window shades, storm doors and windows, floor coverings, insafer beds, awnings, stores 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 shall be considered as constituting part of the real estate.

TO HAYE 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 suburdinated 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 to the premiser and the use thereof; (5) refersion upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premiser and the use thereof; (8) refersion 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, sower 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 statule, any tax or assessment which First Party may desire to contest: (9) keep all buildings and improvements now or hereafter situated on said premises incured 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 mote, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

D E L I V E R Y	NAME	Joseph E	. Davis			
	STREET	300 W. W	ashington,	Ste. 1501		
	CITY	Chicago,	Illinois	60606		
	INSTRUCTIONS		OR			
	RECORDER'S OFFICE BOX NUMBER					

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

2701 N. St. Louis

Chicago, Illinois

M-3256

. e. .

holders of the mote, such rights to be checked by it a standard mortises claime to the mote, such deliver all policies, including additional and renewal policies. To holders of the claim of the standard mortises of the control of t

night affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premists shall be distributed and applied in the following order of priority: First, on account of any core of any foreclosure sale of the premists shall be distributed and applied in the following order of priority: First, on account of any costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; account, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is fled may appear assigns, as their research appointment by be made either before or after asie, without notice, without regard to the solvency or insurvance at the time of application for such receiver, of we verson or persons, if any, liable for the payment of the indebtedness accured hereby, and without regard to the their value of the premises or whether it as ame shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to olicet the rents, issues and profits of said premises during the premises of such foreclosure suit and, in case of a sale and affection, during the full saturity period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, extent for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be one excessary or are usual in such cases for the pretection, possession, control, management and operation of the premises during th

7. Trustee or the holders of 12. note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty; to examine the litis, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given.

8. Trustee say nower herein given unless expressly obligated by the terms hereof, nor be liable for any acts or unlissions hereunder, except in case of its own gross negligence or misconduct or has at the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust does and the lieu thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to end at the request of any person who shall, respectively thereof, produce and e-hibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true with the described any note which described any note which described any note which described only note which described only note which described any note which described any note which are a requested of the note and which purports to be executed on behalf of First Party; and where the requeste of the note and which purports as the genuine note herein described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the described herein, it may accept as the genuine note herein described any note which

This note may be paid in whole or in part before maturity without any penalty.

This TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not rere tally but as Trustee as aforesaid in the of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and the property of the nothing herein or in said a tained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally the said note or any interest that may accree thereon, or any indeptedness accruing hereunder, or to perform any overnant either appress or implies contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter of its its any right or ascurity hereafter that so fars as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal er holders of said note and the owner or owners of any indebtedness accruing hereunder shall look saidly to the preman berefy conveyed for the interest, by the enforcement of the lies hereby created, in the manner herein and in said note provided or by action to enforce the personal liability guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as and set of the last said and at set by its Assistant School and success the said of the said and at set by its Assistant School and any set by the Assistant School and any set its vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunt affixed and at set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and any set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and the said and at set by its Assistant School and the

American National Bank & Trust Company of Chicago

CORPORATE

By. Attest

J. NICHARL WEELAS

foresaid, and not personally,

VICE PRESIDENT

ASSISTANT SECRETARY

Peter Johansen

STATE OF ILLINOIS, | SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, the present of the County of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association are represented by the present of the present of the County of the Prince and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trusias, for the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association of the corporate seal of said National Banking Association (association of the type time and purposes therein set forth.

Kull Davidson

Notary Public, State of Hillions and Notarial Seat My Commission Expires 12/26/90

Date JUN 2 8 1989

Notary Public

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

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

erowith	under Identi	fleation No.	759	577	
CHILOAG	O TITL	e & Pru	ST COMP.	NY THU	STEE
/	DAI IS	111		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1/2	1000	en 1	rance	11/10	Z
Apple to take the party	1 2 613	STACTOR			