

THIS INDENTURE, Made August 1, 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 July 25, 1989 and known as trust number 108926-02 herein referred to as "First Party," and Chicago Title & Trust Company, 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 thousand and no/100 Dollars (\$100,000.00)

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 August 4, 1989 on the balance of principal remaining from time to time unpaid at the rate of and percent per annum in instalments as follows: as provided in the Note executed by the maker thereof bearing even date herewith and which this Trust Deed secures;

Dollars on the day of month of 19 and

Balance on the 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 August, 1994. 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 percent 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 Oak Trust and 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 19 AND 20 IN BLOCK 9 IN THE SUBDIVISION OF BLOCKS 9 AND 10 IN EDSON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A PART OF THE NORTH EAST CORNER THEREOF TOGETHER WITH PART OF LOT 12 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 20 AFORESAID) IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-20-126-034-0000, Address: 1200-04 W. Addison, Chicago, Illinois

LOT 21 AND THE EAST FIVE (5) FEET OF LOT 22 IN BLOCK 9 IN THE SUBDIVISION OF BLOCKS 9 AND 10 IN EDSON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A PART OF THE NORTH EAST CORNER THEREOF TOGETHER WITH PART OF LOT 12 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 20 AFORESAID) IN COOK COUNTY, ILL.

Permanent Index Number: 14-20-126-033-0000, Address: 1206 W. Addison, Chicago, Illinois

1300

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 thereon, to be 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, door coverings, ladder beds, swings, 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 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 compliance 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 NAME: Oak Trust and Savings Bank STREET: 1000 N. Rush Street CITY: Chicago, Illinois 60611

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 1200-04 W. Addison 1206 W. Addison Chicago, Illinois 60614

INSTRUCTIONS FROM 89-355072-0000 OR RECORDER'S OFFICE BOX NUMBER

This instrument was prepared by William T. O'Neilly, Atty. at Law 1000 N. Rush St., Chicago, Illinois 60611

UNOFFICIAL COPY

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, has caused this Trust Deed to be signed by one of its Vice Presidents or Assistant Vice Presidents and attested by one of its Assistant Secretaries, all of whom are duly sworn and qualified in and to the office of Notary Public in and for said County, in the State of Illinois, and the same to be attested by the said Notary Public in and for said County, in the State of Illinois, on this 2nd day of August, 1989.

By [Signature] Vice President
Attest [Signature] Assistant Secretary
American National Bank and Trust Company of Chicago
as Trustee, as attorney, and as Vice President.

11. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured. See attachment hereto for agreements Nos. 12, 13, 14 and 15. Equivalent to the prepayment rate set forth in this Trust Deed.

1. The Trust Deed is secured by the American National Bank and Trust Company of Chicago, not as a Trustee or as a Trustee in and for said County, in the State of Illinois, but as a Trustee, as attorney, and as Vice President, and as Assistant Secretary, of the American National Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, and the same to be attested by the said Notary Public in and for said County, in the State of Illinois, on this 2nd day of August, 1989.

2. The Trustee of the note hereby secured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon, shall be deemed to have acquiesced in the provisions of the paragraph.

3. The Trustee of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum. The Trustee shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

4. When the individual hereby secured shall become due or payable, he or she shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

5. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

6. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

7. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

8. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

9. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

10. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

11. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

12. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

13. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

14. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

15. The Trustee of the note shall be deemed to have acquiesced in the provisions hereof, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum.

UNOFFICIAL COPY 2

ATTACHMENT TO TRUST DEED MADE August 1, 1989 BETWEEN American National Bank and Trust Company of Chicago, a National Banking Association, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED July 25, 1989 AND KNOWN AS TRUST NUMBER 108926-02 THEREIN REFERRED TO AS "FIRST PARTY," AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

** (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable.))

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (1) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership hereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of the Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of discretion over the land trust or any interest in the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

(Additional agreements of First Party continued from Trust Deed.)

12. The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the prematurity rate stated in the Note. Interest at the prematurity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or holders of the Note a late charge in an amount equal to two percent (2%) multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note within ten (10) days after the due date of that instalment.
13. Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures as provided in said Note.
14. First Party covenants and agrees that this Trust Deed and the Note secured thereby are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Chapter 17 of the Illinois Revised Statutes.
15. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

89355072

759932