

UNOFFICIAL COPY

TRUST DEED

89373556



CTTC 10

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made August 10, 1989, between Chicago Title and Trust Company, an Illinois corporation, 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 August 1, 1989 and known as trust number 1093368, herein referred to as "First Party," and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH ("The Bank")

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of FOUR HUNDRED FIFTY THOUSAND (\$450,000.00)

Dollars,

made payable to THE ORDER OF NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH 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 hereby specifically described, the said principal sum in installments as follows: FIVE THOUSAND EIGHT HUNDRED SEVENTY FIVE (\$5,875.00) or more DOLLARS for 12 consecutive months commencing September 8, 1989; ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE (\$1,875.00) or more DOLLARS for the next 23 consecutive months.

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#0244 # 89-373556
COOK COUNTY RECORDER

Final payment of the balance due on the 10th day of August 1992, with interest from date hereof on the principal balance from time to time unpaid at the rate of ** per cent per annum; each of said installments of principal bearing interest after maturity at the rate of ** 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 National Bank of Greece, S.A., Chicago Branch 168 N. Michigan Ave 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 RIDER ATTACHED HERETO FOR LEGAL DESCRIPTION OF PROPERTY.

**The interest rate of the Note prior to maturity, wherever said amount is expressed therein is TWO (2%) percent above the Prime Commercial Rate of interest charged from time to time by the Bank and FOUR (4%) percent above the Prime Commercial Rate of interest charged from time to time by the Bank after default or maturity.

DUE ON SALE CLAUSE

Upon sale of the real estate which is given as security for payment of the Note, or upon the assignment of beneficial interest of the trust which holds title to the real estate which is given as security for the payment of the Note the entire principal balance of the Note shall at the option of the Bank become immediately due and payable.

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 (herein or thereon used in supplying 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 hereinafter 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 covenants 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) 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

MAIL TO:

BY: *Perry Callas*
Bishop, Callas & Wagner
101 N. Virginia Avenue
Crystal Lake, Illinois 60014

Perry Callas

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE:

B. Mad

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UNOFFICIAL COPY

RIDER ATTACHED HERETO
and made a part of TRUST DEED dated August 1, 1989
between CHICAGO TITLE and TRUST COMPANY not individually
but as Trustee under the provisions of a Trust Agreement
dated August 1, 1989 and known as Trust Number 1093368
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

LOT 2 (EXCEPT THE NORTH 125 FEET OF THE WEST 22 FEET OF THE EAST 233.15 FEET THEREOF
AND EXCEPT THAT PART TAKEN FOR SHELDON (NOW LOOMIS STREET), IN ASSESSOR'S DIVISION OF
THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN CIRCUIT COURT PARTITION OF THE SOUTH-
WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS; ~~ALSO THE NORTH 7 FEET, 9 INCHES OF LOTS 1, 2 AND 3 IN THE
SUBDIVISION OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION REFERRED, ALSO THE NORTH 7
FEET, 9 INCHES OF LOT 4 IN THE SUBDIVISION OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION
REFERRED, ALL IN COOK COUNTY, ILLINOIS.~~

PINS# 17-08-324-002

17-08-324-003

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