

# UNOFFICIAL COPY

8339825

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 7 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 July 24, 1974 and known as trust number 33227, herein referred to as "First Party," and

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 Five Hundred Thousand

made payable to ~~BEANER~~ Amalgamated Trust & Savings Bank 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 \* per cent per annum in instalments as follows:  
Interest: only payable monthly beginning

~~BEANER~~ on the 1st day of October 1989 and Interest only

~~BEANER~~ 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 first day of August 1990. 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 \*\*\* 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 Amalgamated Trust & Savings Bank, One West Monroe 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: LEGAL DESCRIPTION - SEE SCHEDULE "B" ATTACHED HERETO & MADE A PART HEREOF.

7-1111 TRAM 9982 08/25/89 17:19:00  
4399 4 \* - 29 - 399225  
COOK COUNTY RECORDER

N 89 0346

\*INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this note is predicated upon a rate of interest 4 percentage points over the prime rate in effect at the Amalgamated Trust and Savings Bank in the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 4 percentage points over such prime rate from time to time in effect.

\*\*INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this note is predicated upon a rate of interest 3 percentage points over the prime rate in effect at the Amalgamated Trust and Savings Bank in the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 3 percentage points over such prime rate from time to time in effect.

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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 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, 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 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 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 William Dunn  
STREET c/o Amalgamated Trust & Savings Bank  
One West Monroe St.  
CITY Chicago, IL 60603

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

4427 W. Harrison

Hillside, IL

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER



8339825



# UNOFFICIAL COPY

## SCHEDULE "B"

### Parcel 1:

That part of Lot 3 in Hillside Development Company's Subdivision, a Subdivision of part of the East half of the South West quarter of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded November 13, 1961 as document 18328096 described as follows: Beginning at the North West corner of Lot 4 in Hillside Development Company's Subdivision aforesaid; thence South on the West line of Lot 4 and the West line as extended, a distance of 259.93 feet; thence West perpendicular to the West line of Lot 4, 88.00 feet; thence North parallel with the West line of Lot 4, 265.98 feet to the North line of Lot 3; thence South Easterly on the North line of Lot 3, 88.30 feet to the place of beginning, also:

### Parcel 2:

Easement for the benefit of Parcel 1 as created by Grant from Oak Park National Bank as trustee under trust agreement dated September 22, 1956 and known as Trust No. 3607 to Marie J. Costigan, dated July 10, 1964 and recorded July 17, 1964 as document 19182688 for installation and maintenance of sanitary sewer and storm sewer over and upon:

a. Beginning at a point on the East line of Lot 3, in Hillside Development Company's Subdivision, a subdivision of parts of the East half of the South West quarter of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, said point being 242.90 feet South of the North East corner of Lot 3; thence Westerly parallel with South line of Lot 4 and 50 feet South of South line of Lot 4, 240 feet; thence South 10 feet, perpendicular to the last described line; thence Easterly 240 feet parallel with the South line of Lot 4 to the East line of Lot 3; thence Northerly 10 feet to the place of beginning, also:

b. Beginning at a point 30 feet West of the East line of Lot 3 aforesaid, said point being 252.90 feet South of the North East corner of Lot 3; thence West 15 feet parallel with the South line of Lot 4; thence Southerly parallel with the East line of Lot 3 to the South line of Lot 3; thence South Easterly on the South line of Lot 3, 16.10 feet; thence Northerly parallel with the East line of Lot 3 to the place of beginning, also:

c. The South 10.00 feet of Lot 3 aforesaid measured parallel with the South line of Lot 3, all in Cook County, Illinois.

Office  
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