

UNOFFICIAL COPY

INSTALLMENT FORM OF TRUST DEED (USE WITH NOTE FORM CBE-6)

730383

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 18 19 90, between Community Bank & Trust Company of Edgewater, an Illinois Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 3, 1987 and known as trust number 87-08-534 herein referred to as "First Party," and Chicago Title and Trust Company 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 ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100ths Dollars,

made payable to ~~BEARER~~ COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid ~~at the rate of~~ Payable in accordance with terms stated on note, notes or renewals of them which this mortgage secures

~~and~~ 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 day of October 19 95. 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 installment unless paid when due shall bear interest at the rate of ~~seven~~ ^{eight} 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 COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER 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:

Lots 11 and 12 (except the East 206 feet thereof) in Division of the North 10 acres of the North West 1/4 of the North West 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 5545 N. Clark Street, Chicago, Illinois

P.I.N. 14-08-101-COOK COUNTY, ILLINOIS

13.00

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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 in a parity with said real estate and 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, in-a-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 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 note; (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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and in manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a part of the additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of ~~seven~~ per cent

DELIVERY & PREPARED BY: Community Bank & Trust Co. of Edgewater NAME: 5340 N. Clark Street ADDRESS: Chicago, Illinois 60640 CITY:

RECORDER'S OFFICE BOX NO. 333 for information only insert street address of above described property.

The instrument No. 730383 between identification No. ...

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THIS INSTRUMENT NAMED HEREIN SHOULD BE IDENTIFIED BY THE REGISTER BEFORE THE TRUST DEED.

OFFICIAL SEAL ALBERT F. JUNO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/25/93

Given under my hand and official seal, this 18th day of October A.D. 1990

Notary Public

STATE OF ILLINOIS COUNTY OF COOK MARK E. FRIGHETTO Vice-President of COMMUNITY BANK & TRUST COMPANY OF EDGEWATER

Attest: [Signature] Vice-President COMMUNITY BANK & TRUST COMPANY OF EDGEWATER

THE UNDERSIGNED Mark E. Frighetto, Vice-President of COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Secretary, the day and year first above written.

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