

COOK COUNTY, ILLINOIS
UNOFFICIAL COPY

TRUST DEED

1990 NOV 21 AM 11:53

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made November 15, 1990, between Marquette National Bank, 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 Bank in pursuance of a Trust Agreement dated July 28, 1988 and known as trust number 11935, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, A National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of

TWO HUNDRED SIXTY THOUSAND AND NO/100'S***** Dollars, 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 as follows:

\$ 4,451.84 on the first day of January, 1991 and \$ 4,451.84 on the first 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 December, 1997.

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including ~~xxx~~ interest on the principal balance from time to time unpaid at the rate of 11.00 per cent per annum payable

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 and that the principal of each instalment unless paid when due shall bear interest at the rate of ~~xxxxxxxxxxxx~~ 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 the absence of such appointment, then at the office of

MARQUETTE NATIONAL 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 situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 5 to 17 inclusive in Block 1 in cobe and McKinnon's 59th Street and Western Avenue Subdivision of the South East 1/4 of the North East 1/4 and the North East 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 19-13-219-023 - 19-13-219-022

This instrument prepared by: Joseph L. Scheurich
Marquette National Bank 11-15-90, 6316 S. Western Avenue Chicago, IL 60636

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 therein 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 ordinance 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

D E L I V E R Y INSTRUCTIONS
NAME MARQUETTE NATIONAL BANK
STREET 6316 S. Western Avenue
CITY Chicago, Illinois 60636
OR
RECORDER'S OFFICE BOX NUMBER 300

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
5710 - 30 S. Western Avenue
Chicago, Illinois 60636

90568421

IN WITNESS WHEREOF... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

REEL# 7448

STATE OF ILLINOIS

The Instrument mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Notary Public

15th day of November 1990

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustees as aforesaid, for the uses and purposes therein set forth.

By: [Signature]

VICE PRESIDENT

AMINANT MERCHANT

128895030

THE MORTGAGEE

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