

UNOFFICIAL COPY

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TRUST DEED

90535544

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made November 30th 1990, between Metropolitan Bank & Trust Company, an Illinois Banking Corporation, 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 2nd, 1986 and known as trust number 1627, herein referred to as "First Party," and Metropolitan Bank and 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 NINETY TWO THOUSAND FOUR HUNDRED AND 00/100ths Dollars, made payable to **DEARER METROPOLITAN BANK AND TRUST COMPANY** 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 hereinbefore specifically described, the said principal sum and interest from date of this instrument on the balance of principal remaining from time to time unpaid at the rate of 12 1/2 per cent per annum in instalments as follows:

Two thousand one hundred eighty five and 00/100ths (\$2,185.00) -----

Dated on the 1st day of January 1991 and Two thousand one hundred eighty five and 00/100ths (\$2,185.00) -----

Paid 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 1st day of December 1993. 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 ~~12 1/2~~ per cent per annum, and all of said principal and interest being made payable at the office of the company in Chicago, Illinois, as the holders of the note may, from time to time, designate and in absence of such appointment, then at the office of

Metropolitan Bank and Trust Company, 203 W. Cermak Rd., in said City.

NOW THEREFORE, First Party does the present of the said principal sum of money and said interest in accordance with the terms, provisions and conditions of this instrument, doth release and quitclaim the title of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, due by the present party to the said First Party and holds over to the Trustees successors and assigns the following described Real Estate situated, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS to wit:

Lot 1 and the East 18 feet of Lot 4 in Block 4 in McMillan and Wetmore's subdivision of the North 1/4 of The East 1/2 of the Southeast 1/4 of Section 27, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4105-07 W. 26th St., PIN: 16-27-405-007

RECEIVED

RECORDED THIS 10th DAY OF NOVEMBER 1990
BY THE CLERK OF COOK COUNTY ILLINOIS
REGD. NO. 105544

105544

**THE DRAFTER OF THIS DEED IS LIABLE FOR ANY TAX OR FEE CHARGE
BEING INCURRED UPON IT AND IS SOLELY RESPONSIBLE FOR SAME.**

wherein 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 so often as the First Party, its successors or assigns may be entitled thereto, which are pledged primarily and on a parity with said real estate and fixtures thereon, and all apparatus, equipment or articles now or hereafter controlled, and ventilation, including (without restricting the foregoing), air receivers, air compressors, air tanks, air lines, air tools, air compressors, mobile beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate when so physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO BE UP 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 STIPULATED AND AGREED THAT:
 (1) To repair and maintain the premises in good condition and in case of the failure of First Party, its successors or assigns to (i) promptly repair, maintain and keep the premises in good condition, thereafter on the premises which may become damaged or be destroyed, (ii) keep said premises in good condition without waste and free from encumbrances or other liens or claims for fees not expressly subordinated to the lien hereof, (iii) pay all taxes, assessments, insurance premiums, and expenses incurred by a lien or charge on the premises arising out of the use thereof, and upon request furnish satisfactory proof of the payment of taxes prior thereto to the drafter or to holders of the notes, (iv) complete within a reasonable time any building or improvements now or then in process of erection upon said premises, (v) comply with all requirements of law or municipal ordinances with respect to the premises, including the payment of all certain taxes, tracing material, alterations in said premises except as required by law or municipal ordinance, to pay Bell Telephone Company all general taxes and pay special taxes, special assessments, water charges, sewer service charges, and other charges for gas, heat, light, water, telephone, and cable television services, (vi) furnish to Trustee or to holders of the note duplicate receipts therefor, (vii) pay in full taxes, interest on the same, or any tax or assessment which First Party may desire to contest, (viii) keep all buildings and improvements now or hereafter situated on and previously insured against loss or damage by fire, lightning or windstorms under policies providing for payment of the insurance companies of business sufficient each to pay the cost of replacing or repairing the same or to pay in full the insurances secured hereunder, and doing and satisfying 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	NAME STREET CITY INSTRUCTIONS	METROPOLITAN BANK 2201 W. Cermak Rd. Chicago, IL 60608 OR RECORDERS OFFICE BOX NUMBER
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FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

156

