

TRUST DEED

90042942

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made JANUARY 18 19 90, 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 JUNE 20, 1984 and known as trust number 61083 herein referred to as "First Party," and

1ST CHICAGO BANK OF WINNETKA, 791 ELM ST., WINNETKA, IL 60093 herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-with in the Principal Sum of ***** SIXTY THREE THOUSAND AND NO/100 ***** (\$63,000.00) *****

made payable to ~~XXXXXX~~ 1ST CHICAGO BANK OF WINNETKA 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 --- JANUARY 18, 1990 --- on the balance of principal remaining from time to time unpaid at the rate of ** per cent per annum in instalments as follows: ACCRUED INTEREST *****

***** on the 17TH day of APRIL 19 90 and ACCRUED INTEREST *****

***** on the 17TH day of each QUARTER 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 17TH day of JANUARY 19 95. ***** being made payable at such banking house or trust company in WINNETKA 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 1ST CHICAGO BANK OF WINNETKA, 791 ELM ST., WINNETKA, ILLINOIS 60093 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 29 FEET OF LOT 34 AND ALL OF LOTS 35 AND 36 IN MITCHELL AND O'DEA'S SUBDIVISION OF LOT 2 (EXCEPT THE SOUTH 49 FEET THEREOF AND EXCEPT THE EAST 50 FEET OF THE WEST 190.53 FEET THEREOF CONVEYED TO THE NORTH WESTERN ELEVATED RAILROAD) IN THE CIRCUIT COURT PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANG 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

DEPT-01 \$13.25
#1111 TRAN 6586 01/26/90 10:42:00
#492-A *-90-042942
COOK COUNTY RECORDER

C/K/A: 815 CORNELIA, CHICAGO, ILLINOIS
PIN: 14-20-410-011

** 2.00% OVER THE HIGHER RATE, IF MORE THAN ONE, PUBLISHED IN THE WALL STREET JOURNAL MONEY RATES COLUMN DAILY AND TO INCREASE TO 4.00% OVER THAT RATE IF THE LOAN IS IN DEFAULT

90042942

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, incements, equipments, 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 therein (which are pledged primarily and as 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, in-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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts here-in 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 company of money 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

RE-TITLE SERVICES # R1-6404

90042942

NAME 1ST CHICAGO BANK OF WINNETKA
STREET F/K/A THE WINNETKA BANK
791 ELM STREET
CITY WINNETKA, IL 60093
OR
INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
815 CORNELIA
CHICAGO, ILLINOIS

RECORDER'S OFFICE BOX NUMBER

13 Mac

