

UNOFFICIAL COPY

TRUST DEED

00091111

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 28, 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 FEBRUARY 5, 1990 and known as trust number 11033088 herein referred to as "First Party," and

SEAWAY NATIONAL BANK

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 ***FIFTY FOUR THOUSAND NINE HUNDRED AND FIFTY DOLLARS -----00/XX***

made payable to ~~XXXXXX~~ SEAWAY NATIONAL 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 FEBRUARY 28, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.50% per cent per annum in instalments as follows:

SIX HUNDRED AND TWENTY EIGHT -----00/XX

Dollars on the 1st day of APRIL 19 90 and ***SIX HUNDRED AND TWENTY EIGHT -----00/XX***

Dollars 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 MARCH 2005 KK. 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 ~~XXXXX~~ 14.50% 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 SEAWAY 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 5,6 AND THE NORTH 2 FEET AND 10 INCHES OF LOT 7 IN FULTON'S SUBDIVISION OF LOTS 4,5,6 AND 7 IN OAKFIELD'S SUBDIVISION OF BLOCKS 1,2,7 AND 8 IN NEWHALL LARNED AND WOODBRIDGES SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5649-51 SOUTH INDIANA AVE., CHICAGO, ILLINOIS
P.I.N. 20-15-110-013

CHICAGO, ILLINOIS RECORDING 80637
143333 TRAN 0139 02/28/90 16:02:00
*2753 * -90-094441
COOK COUNTY RECORDER

-90 094441

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, indoor 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 on the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

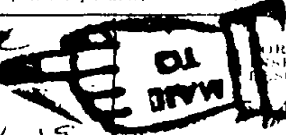
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. That the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to do promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed, to keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, to 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, to complete within a reasonable time any building or building now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to refrain from making material alterations in said premises except as required by law or municipal ordinance, to 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 as to holders of the note duplicate receipts therefor, to pay in full and without protest, in the manner provided by statute, any tax or assessment which First Party may neglect to contest, to keep said 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 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.

SIA/C/91 (A-JMS)C/E

DELIVERY
NAME Seaway National Bank
STREET 645 East 37th St.
CITY Chicago, Ill. 60645
Attn: Jesse Jaire OR



OR RECORDERS INDEX PURPOSES
GIVE STREET ADDRESS OF ABOVE
(SEE RED PROPERTY HERE)
5649-51 SO. INDIANA AVE.
CHICAGO, IL. 60637

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

13 Mail

