

TRUST DEED

PHILIP K. GORDON, ATTORNEY AT LAW  
809 WEST 35TH STREET  
CHICAGO, ILL. 60609

90150583

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 22nd, 1990, between FIRST NATIONAL BANK OF 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 February 22, 1990 and known as trust number 2905, herein referred to as "First Party," and

CHICAGO TITLE & TRUST COMPANY

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

-----TWENTY THOUSAND & NO/100ths (\$20,000.00)-----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

from March 22, 1990, on the balance of principal remaining from time to time unpaid at the rate of 11% per annum payable in instalments (including principal and interest) as follows: Four Hundred-Thirty-Four & 85/100ths (\$434.85) Dollars or more on the 22nd day of April, 1990 and Four Hundred-Thirty-Four & 85/100ths (\$434.85) Dollars or more on the 22nd day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 22nd day of March, 1995.

DEPT-01 RECORDING \$13.25  
149999 TRAN 0940 04/04/90 09:34:00  
41976 46 \*--90-150583  
COOK COUNTY RECORDER

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 the ~~unpaid principal balance~~ 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 ARCHER 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 conditions 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, sell, convey and convey unto the Trustee, its successors and assigns, the following described Real Estate estate, being and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 13 in Block 1 in Jassoy's Resubdivision of that part of the East 10 acres of the North 15 Acres of the Southeast 1/4 of the Southeast 1/4 lying East of the Center Line of Paulina Street of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (ADDRESS: 4531 S. Paulina Avenue - Chicago, Illinois PFI: 20-06-416-013)

This Trust Deed shall further secure performance of other agreements in said note which are hereby incorporated herein and made part thereof, and which provide among other things for additional monthly payments for tax and insurance escrow.

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 of 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 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereon 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 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

NAME PHILIP K. GORDON  
Attorney at Law  
STREET 809 W. 35th Street  
CITY Chicago, Illinois 60609  
OR  
INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
4531 S. Paulina Avenue  
Chicago, Illinois



Handwritten signature/initials

90150583

90150583

025046615

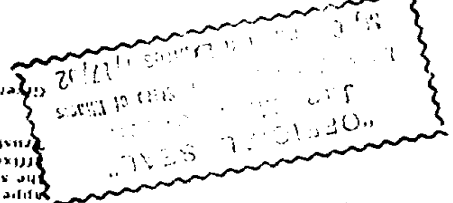
# UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 2801-2

*John M. Pearson*  
Notary Public

I, John M. Pearson, Notary Public, do hereby certify that on this 22nd day of March, 1990, I was present at the signing of the within instrument and that the same was signed and sealed by the parties thereto in my presence and in full view of my eyes.



As per to us, personally, First National Bank of Columbus, Ohio, and Karen M. Ruto, Trust Administrator, and Ruth Dedek, Assistant Secretary, of said bank, and John M. Pearson, Notary Public, in and for said County, in the state aforesaid, DO HEREBY certify that the above named John M. Pearson and Assistant Secretary of said Bank, personally, appeared before me this day in person and severally acknowledged that they signed and delivered the within instrument, and that the same was signed and sealed by the parties thereto in my presence and in full view of my eyes.

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