

763126

UNOFFICIAL COPY

TRUST DEED

(Trust Deed Form T-3)

REV 6-81

90219798

THE ABOVE SPACE FOR RECORDERS USE ONLY

DAC

THIS INDENTURE, Made April 25 19 90, between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, 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 April 25, 1990 and known as trust number 11-4718, 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 an instalment note bearing even date herewith in the Principal Sum of One Hundred Five Thousand Dollars and 00/100----- 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments as follows: One Thousand One Hundred Sixty One and 30/100

Dollars on the 1st day of July 19 90 and One Thousand One Hundred Sixty One and 30/100

Dollars on the 1st day of each and every 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 June 19 95. 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 after maturity at the highest lawful rate 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 Albany Bank & Trust Company N.A. in said City.

This loan is payable in full at the end of 5 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan, A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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

Lot 10 in Thrasson's Third Ravenswood addition to Chicago, being a subdivision of the West 1/2 of blocks 20 and 29 in Jackson's subdivision of the Southeast 1/4 of section 11 and the Southwest 1/4 of section 12, Township 40 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4937 N Kedzie, Chicago, IL

PIN: 13-12-309-005

DEPT-01 RECORDING \$18.00  
TX 4444 TRAN 4406 05/11/90 12:17:00  
#7638 # \*-90-219798  
COOK COUNTY RECORDER

90219798

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 unit or centrally controlled) and ventilation including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, major beds, awnings, attics 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 herein 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 destroyed; (2) 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; (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 windstorms 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 compliance satisfactory 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about

NAME Albany Bank & Trust Company N.A.  
STREET 3400 W Lawrence Avenue  
CITY Chicago, Illinois 60625  
INSTRUCTIONS OF 35  
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE  
4937 N Kedzie  
Chicago, Illinois

Prepared By: Gary A. Worcester, Senior Vice President  
Albany Bank & Trust Co., N.A.  
3400 W. Lawrence Avenue, Chicago, ILL 60625

Rate of 12.5%

90219798

1325

