

90286018

TRUST DEED

THIS INSTRUMENT WAS PREPARED BY
PHILIP M. GORDON, ATTY. AT LAW
809 WEST 35TH STREET
CHICAGO, ILL. 60609

THE ABOVE SPACE FOR RECORDERS USE ONLY

725743 R

THIS INDENTURE, Made June 8th, 19 90, between Marquette National Bank, 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 March 7th, 1985 and known as trust number 11015, herein referred to as "First Party," and

CHICAGO TITLE AND 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
THIRTY-FIVE THOUSAND & NO/100ths (\$35,000.00)-----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 as follows: In monthly instalments of SEVEN HUNDRED-SEVENTY-EIGHT & 56/100ths (\$778.56) DOLLARS or more on the 8th day of July, 1990 and SEVEN HUNDRED-SEVENTY-EIGHT & 56/100ths (\$778.56) DOLLARS or more on the 8th day of each month thereafter until said is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the 8th day of June, 1995.

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with interest on the principal balance from time to time unpaid at the rate of 12% per cent per annum payable monthly

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 maximum lawful rate, 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

DISTRICT NATIONAL BANK - 1110 W. 35th Street - Chicago, Illinois 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 cash 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:

Lot 7 in Block "C" in the Subdivision by Wall, Barnes and Clark of Blocks 2 and 3 in the Assessors Division of the North West 1/4 and the West 1/2 of the North East 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

(ADDRESS: 3147 S. May Street - Chicago, Illinois
PFI: 17-32-205-007-0000)

13.00

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, 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, 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 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 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 of 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; (4) comply 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, Atty at Law
809 W. 35th Street
STREET Chicago, Illinois 60609
CITY L BOX 333 - CG
OR
INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 333

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

90286018

UNOFFICIAL COPY

81098206

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.

JEANNE J. PENDERGAST... OFFICIAL SEAL... COUNTY OF COOK... STATE OF ILLINOIS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the above named... TRUSTEE as aforesaid, for the use and purpose therein set forth.

Given under my hand and Notarial Seal this 8th day of June 1990... ASSISTANT SECRETARY

By: James M. Kelly... MARQUETTE NATIONAL BANK AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

1. The Trustee of the note hereby secured... 2. The Trustee of the note hereby secured... 3. The proceeds of any foreclosure sale... 4. When the indebtedness hereby secured... 5. At the option of any lender... 6. Upon or at any time after the filing... 7. The Trustee shall retain... 8. The Trustee has no duty to exercise... 9. The Trustee may retain in writing... 10. Trustee may retain in writing... 11. The Holder of the Note may collect... 12. In addition to the monthly payments... 13. With respect to any deposit... 14. The Trustee shall not be liable... 15. The Trustee shall not be liable... 16. The Trustee shall not be liable... 17. The Trustee shall not be liable... 18. The Trustee shall not be liable... 19. The Trustee shall not be liable... 20. The Trustee shall not be liable...