

UNOFFICIAL COPY

90317588

TRUST DEED

COOK COUNTY, ILLINOIS

1990 JUN 18 2 27

90317588

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, Made June 18, 1990, between Colonial Bank and Trust Company of Chicago, an Illinois Banking Corporation, 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 4-25-90 and known as trust number 1747, herein referred to as "First Part," and Colonial 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 Thirty Five Thousand and 00/100 Dollars (\$35,000.00)

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 10.25% per cent per annum in instalments as follows:

Three hundred eighty one and 48/100

Dollars on the 1st day of AUGUST 1990 and Three hundred eighty one & 48/100

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 July

1995. 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 10.25 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, in absence of such appointment, then at the office of Colonial Bank in said City.

WITNESSETH, First Party to assure 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 first by these parties present, ratified, released, when it is duly given unto the Trustee, its successors and assigns, the following described Real Estate Sitings, viz, and being in the COUNTY OF COOK

Lot 15 in Block 3 in Park Terrace Subdivision Unit No. 2, being a subdivision of part of the North East 1/4 of Section 16 and of Lot "A" of Park Terrace Subdivision Unit No. 1, being a subdivision of the North East 1/4 of Section 16 aforesaid all in Township 40 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #12-16-207-033-0000
Address: 9945 Sunnyside, Schiller Park, IL

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which upon 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 attached thereto or thereon used to supply heat, gas, or conditioning, water, light, power, refrigeration (whether single units or unitarily controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, interior beds, coverings, 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT 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.

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 fixtures 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, all free term mechanics or other liens or claims for lien not presently 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 the premises, (5) to comply with all requirements of law or municipal ordinance 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 general election 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 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

DELIVERY INSTRUCTIONS

BOX 333-GG
GR

RECORDER'S OFFICE BOX NUMBER

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

9945 Sunnyside
Schiller Park, Illinois

This trust deed prepared by:

M. Figiel
Colonial Bank 5850 W. Belmont
Chicago, IL 60634

90317588

THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IN THIS INSTRUMENT...

FOR THE PROTECTION OF BOTH THE DONOR AND BENEFICIARY...

STATE OF ILLINOIS

IN AND FOR THE COUNTY OF ILLINOIS

BEFORE ME, the undersigned, a Notary Public in and for said County, in the State of Illinois...

THE UNDERSIGNED, the Notary Public in and for said County, in the State of Illinois...

LOUISIANA HENRI, Trust Administrator

By: *[Signature]*

Colonial Bank and Trust Company, Chicago

Trust Administrator

THE TRUST DEED IS DESCRIBED BY THE COLONIAL BANK AND TRUST COMPANY...

IN THE INSTRUMENT, COLONIAL BANK AND TRUST COMPANY...

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Handwritten notes and signatures at the top of the page.

Handwritten notes and signatures in the middle of the page.

Main body of the document containing the trust deed text.

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RIDER ATTACHED TO TRUST DEED DATED JUNE 18, 1990 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$35,000.00 TO COLONIAL BANK, HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Trustee or holder of the Note; prepayment by the First Party to be made without penalty.

2. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note secured hereby if there is filed by or against First Party Beneficiaries of the aforesaid trust, or Guarantors or any affiliate or subsidiary of any such First Party Beneficiaries or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

3. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated or left unattended by the First Party or the Guarantors thereof.

4. The First Party, each Guarantor hereof and each Beneficiary of First Party shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material adverse change in the financial condition of First Party, any such Guarantor or Beneficiary or any affiliate or subsidiary of any such First Party, Guarantor, or Beneficiary. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

THIS INSTRUMENT is deemed to COLLECT HERE, and possibly for other purposes as stated in the instrument and conditions to be referred to in the instrument and any reference to it shall be to the instrument and any conditions, and to the instrument and any conditions to be referred to in the instrument and any conditions to be referred to in the instrument.

Colonial Bank as Trustee Under Trust Agreement dated April 25, 1990 and known as Trust No. 1747 and not personally

BY:

Barbara A. Bernardini, Trust Officer
Barbara A. Bernardini, Trust Officer

ATTEST

Lorraine Nagle, T.A.
Lorraine Nagle, Trust Administrator

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Property of Cook County Clerk's Office