

UNOFFICIAL COPY

**INSTALLMENT FORM OF
TRUST DEED
(USE WITH NOTE FORM CBE-8)**

730372

THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made July 31, 1990, between Community Bank & Trust Company of Edgewater, an Illinois 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 17, 1989 and known as trust number 89-02-504 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 an installment note bearing even date herewith in the Principal Sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100ths Dollars,

made payable to REAPER COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER
which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust
Agreement and hereinafter specifically described, the said principal sum and interest
on the balance of principal remaining from time to time unpaid at the rate of
xxxxxxxxxx per cent per annum in installments as follows: Payable in accordance with terms stated on
note, notes or renewals of them which this mortgage secures
Deliverance the xxx day of xxxxxxxx, 19xxxx and

Debtors on the ~~xxxxxx~~ day of each ~~xxxxxx~~ hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of August 1990. 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 installment unless paid when due shall bear interest at the rate of ~~XXXX~~ ^{TWELVE} 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 Community Bank and Trust Company of Edgewater 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 45 and 46 in Block 4 in Sherman's addition to Holstein in the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 2036 W. Charleston, Chicago, Illinois

P.I.N. 14-31-127-028/029

COOK COUNTY, ILLINOIS
THE ATTORNEY GENERAL

1990 AUG - 6 MM 11:06

90377405

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, in-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust here-

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 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; (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, and any and all taxes in respect to the same, to the holders of the same, duplicate or otherwise, if any, under process in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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, in all 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 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 to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration. The note or the holders of the note may at any time make any payment or perform any act hereinabove set forth, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest hereinabove set forth, and purchase or discharge, compromise or settle any or all liens or other prior liens or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent

DELIVERY & PREPARED BY:

BOX 333 - GG

NAME: Community Bank and Trust Co.
ADDRESS: 5340 N. Clark Street
CITY: Chicago, Illinois 60640
Attn: Cathie Laughlin

*for information only insert street address of above described
property.*

