

UNOFFICIAL COPY

Principal Finance Charge 53 \$50,000.00
Note Amount 46,947.56
\$96,947.56

TRUST DEED

76531-1

91510753

91510753

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 27 19 91, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated January 31, 1991 and known as trust number 113373-00, herein referred to as "First Party," and Chicago Title and Trust Company

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 Ninety six thousand nine hundred forty seven and 56/100 Dollars (\$96,947.56)

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 maturity month on the balance of principal remaining from time to time unpaid at the rate of four (4) per cent per annum in instalments as follows: Eight hundred sixty one and 20/100 (\$861.20)

Dollars on the 27th day of October 19 91 and Eight hundred sixty one and 20/100 (\$861.20)

Dollars on the 27th 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 27th day of September 19 96. All such payments on account of the indebtedness evidenced by said note to the 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 4 3/4 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in place 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 Spalter Finance Co., 8831-33 Gross Point Road, Skokie, Illinois 60077; 708-675-9720 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 the 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, convey, 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:

PARCEL I: LOT 14 IN RESUBDIVISION OF LOTS 73 TO 120 BOTH INCLUSIVE IN SAM BROWN JR'S BENNOCK SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2240 N. KILDARE, CHICAGO, ILLINOIS 60639. P.I.N. 13-34-210-027-0000

PARCEL II: LOT 9 IN BLOCK 6 IN THOMAS J. DIVEN'S SUBLIVISION OF BLOCKS 7, 8, 9, 10 AND 11 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3807 WEST GRAND AVENUE, CHICAGO, ILLINOIS 60651. P.I.N. 16-02-128-006-0000

DEPT 01 RECORDINGS \$3.50
T4111 TRAN 6340 10/16/91 13:29 00
#1056 *91-540753

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, accoutments, 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 said mortgages) 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 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 improvement 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 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 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

DELIVER TO NAME OF THIS INSTRUMENT PREPARED BY: ROBERT D. GORDON 205 W. RANDOLPH - SUITE 2201 CHICAGO, ILLINOIS 60606 236-0688

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

- 1. 2240 N. KILDARE, CHICAGO, IL. 60639
- 2. 3807 WEST GRAND AVENUE, CHICAGO, IL. 60651

OR

RECORDERS OFFICE BOX NUMBER

1350

FOR THE PROTECTION OF BOTH THE MORTGAGEE AND LENDER
FIND BY THE TRUSTEE NAMED HEREIN BEING THE TRUSTEE

CHICAGO TITLE & TRUST CO. OF ILLINOIS
Notary Public

My Commission Expires 01/19/95

STATE OF ILLINOIS
COUNTY OF COOK
DO HEREBY CERTIFY that SAUNDRA L. TUSTOVIC is a duly qualified and authorized Notary Public in and for the State of Illinois.

SAUNDRA L. TUSTOVIC
Notary Public
My Commission Expires 01/19/95

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
ASSISTANT SECRETARY

As Trustee, hereinafter named, and not personally.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, has caused these presents to be signed by its Vice-President, or Assistant Vice-President, and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, in and for the State of Illinois, in accordance with the powers and authority conferred upon and vested in it as such trustee and agent, and that nothing in said note or related instruments is intended to create any liability on the part of the American National Bank and Trust Company of Chicago, personally to pay the sum specified by Spalter Finance Co., and estimated to be equal to one-twelfth of (1) the yearly hazard insurance premiums against the real property securing the Note secured by this Trust Deed, and (2) the yearly taxes and assessments Co. in escrow on the day or days monthly payments are due on the Note secured by this Trust Deed as an additional deposit with Spalter Finance Co., the undersigned shall pay the balance of the funds deposited to the unpaid balance of the Note secured by this Trust Deed.

12. As to Parcel 2 only, the mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, in or to the premises subject to the degree of this trust deed.

11. Subject to a written waiver by Spalter Finance Co., the undersigned shall be entitled to reasonable compensation for all services rendered by it as trustee and agent hereunder. Any successor in Trust, or any person acting as trustee or agent hereunder, shall be entitled to the same compensation as the trustee or agent hereunder. The trustee or agent hereunder shall be liable for the performance of its duties as trustee or agent hereunder in accordance with the provisions hereof.

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