

TRUST DEED

14 6099

91594378

THE ABOVE SPACE FOR RECORDERS USE ONLY

1947649 / 7319655

THIS INDENTURE, Made 1991, 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...

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of... made payable to BEARER, and in which note is set forth the terms, provisions and conditions of the trust deed...

FOUR THOUSAND, FOUR HUNDRED, NINETY SEVEN AND 00/100 (\$4,497.03) Dollars on the 1st day of December 1991 and Four Thousand, Four Hundred, and Ninety seven and 00/100 (\$4,497.03) 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 August 1996.

NOW, THEREFORE, First Party to secure the payment of the principal sum of money and said interest in accordance with the terms, provisions and conditions of the trust deed and as a consideration of the sum of the Dollars on hand paid to the trust, which is hereby acknowledged, does by these presents grant, convey, release, alien and assign unto the Trustee, the successors and assigns, the following described Real Estate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 15 IN BLOCK 4, LOT 14 IN BLOCK 5 AND LOT 14 IN BLOCK 6 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOT 15 IN BLOCK 4, LOT 14 IN BLOCK 5 AND LOT 14 IN BLOCK 6 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 ADJOINS SAID, IN COOK COUNTY, ILLINOIS.

P.L.N. #14-20-105-027-0000 Commonly Known as 3801-11 N. Ashland Ave., Chicago, IL 60613

And as to the property hereinafter described to be known as the 'premises'... the Trustee, the successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter expressed.

THE PARTIES HERETO UNDERSTOOD AND AGREED THAT... the Trustee, the successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter expressed.

NAME: This instrument prepared by: MARY JO STERNZ
STREET: 674 W. DIVERSEY
CITY: CHICAGO, IL 60614
INSTRUCTIONS OR RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 3801-11 N. ASHLAND AVE. CHICAGO, IL 60613

91594378

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UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN AS THE TRUST DEED... IS FILED FOR RECORD

Official Seal of the State of Illinois... My Commission Expires 1/19/32

STATE OF ILLINOIS... COUNTY OF COOK... DEBRA L. WHITE... Attest... J. MICHAEL WHELAN... Assistant Secretary... VICE PRESIDENT

12. This Trust Deed and all provisions hereof, shall extend to and be binding upon First Party and all persons claiming under or through First Party, and the words "First Party" when used herein shall include all such persons...

13. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

11. Subject to applicable law or to a written waiver by Lender, First Party shall pay to Lender on the day of: (a) yearly taxes and assessments which may attach to the property over this Trust Deed ("Escrow Item"). The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the funds to pay the Escrow Item. First Party and Lender agree that no interest secured by this Trust Deed. If the amount of the fund held by Lender is not sufficient to pay the Escrow Item when due, First Party shall pay to Lender any amount necessary to make up the deficiency in any payment within thirty (30) days of notice of the deficiency. In the event that Lender does not have sufficient fund to pay the item when due Lender shall not have any obligation to pay until sufficient sums have been received by Lender. Upon payment in full of all sums secured by this Trust Deed, Lender shall promptly refund to First Party any funds held by Lender. Following the payment of the second installment Lender shall refund any excess escrow money to First Party.

10. The Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full, and that the Trustee has been notified of the same by the holder of the note. The Trustee shall not be liable for any act or omission hereunder, except in case of or to exercise any power herein given, unless expressly obligated by the terms hereof, and it may require indemnification satisfactory to it before exercising that power. The Trustee has no duty to learn of the title, location, existence, or condition of the premises, nor shall the Trustee be obligated to record this trust deed in the public records of the county in which the premises are located, or to insure the premises, or to take any other action with respect to the premises, except as expressly provided herein. The Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the term of the note. The Trustee shall be deemed to have accepted the premises as described in the instrument and shall not be liable for any act or omission hereunder, except in case of or to exercise any power herein given, unless expressly obligated by the terms hereof, and it may require indemnification satisfactory to it before exercising that power. The Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the term of the note. The Trustee shall be deemed to have accepted the premises as described in the instrument and shall not be liable for any act or omission hereunder, except in case of or to exercise any power herein given, unless expressly obligated by the terms hereof, and it may require indemnification satisfactory to it before exercising that power.