

TRUST DEED

1991 DEC -6 PM 12:20

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 25, 19 91, 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 December 31, 1984 and known as trust number 11519, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, A National Banking Association 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

*****FIVE HUNDRED THOUSAND AND NO/100'S***** 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:

\$ 5,071.34 on the first day of January, 1992 and \$ 5,071.34 on the first 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 first day of December, 1995.

including ~~xxxx~~ interest on the principal balance from time to time unpaid at the rate of 9.00 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 ~~XXXXXXXXXXXX~~ 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

MARQUETTE NATIONAL BANK

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:

Lot 80 in James S. Rees' Subdivision of Block 42 in Canal Trustees Subdivision in Section 33, Township ;40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 14-33-309-038-0000

This Instrument Prepared by: Joseph L. Scheurich 11-25-91 MARQUETTE NATIONAL BANK 6316 S. Western Avenue Chicago, Illinois 60636

with, 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, radiator 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 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 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

D NAME MARQUETTE NATIONAL BANK
E STREET 6316 S. Western Avenue
L CITY Chicago, Illinois 60636
V
E
R
Y INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 300

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

1810 N. Cleveland
Chicago, Illinois 60614

1300
10

73-31-440

91641293

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INFORMATION HEREIN SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

NOTARY PUBLIC, STATE OF ILLINOIS LISA M. RIVERA My Commission Expires 10/2/95

THIS LOAN IS PAYABLE IN FULL AT THE END OF 5 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

MARQUETTE NATIONAL BANK AS TRUSTEE AS STATED AND NOT PERSONALLY, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES OR ON BEHALF OF SUCH AND EVERY PERSON, EXCEPT REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF COURT OF THIS TRUST DEED, ON ITS OWN BEHALF.

THIS TRUST DEED IS EXECUTED BY THE MARQUETTE NATIONAL BANK, HEREIN AS TRUSTEE, AND SAID MARQUETTE NATIONAL BANK, HEREIN AS TRUSTEE, HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS TRUST DEED AND TO TAKE ALL SUCH ACTIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS TRUST DEED.

11. The Holder of the Note may collect a "late charge" of one percent (1%) of the amount due on the date of each payment (15) for each payment more than fifteen (15) days in arrears. In addition to the monthly payments of principal and interest herein specified, the Mortgagor shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagor shall not be entitled to post on demand, such additional amount as may be required for that purpose.

12. The Mortgagor shall be obligated to pay the taxes on the premises, including the taxes on the improvements thereon, and to pay the same in full when due. The Mortgagor shall be obligated to pay the taxes on the improvements thereon, and to pay the same in full when due. The Mortgagor shall be obligated to pay the taxes on the improvements thereon, and to pay the same in full when due.

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