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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made December 12 19 91, 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 8-24-90 and known as trust number 1810, herein referred to as "First Party," 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 FIFTY SEVEN THOUSAND AND 00/100 -----(Dollars). (\$57,000.00)

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 10.50% per cent per annum in instalments as follows:

Five Hundred Sixty-Nine and 08/100 -----(\$569.08)

Dollars on the 1st day of February 1992 and Five Hundred Sixty Nine and 08/100-----(\$569.08)

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 January 19 97. 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 13.5 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, an in absence of such appointment, then at the office of Colonial 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 situated, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

COOK COUNTY

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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, 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 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 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 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 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 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 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

NAME Colonial Bank & Trust  
STREET 5850 W. Belmont  
CITY Chicago, IL 60634  
INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER 63

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

718 W. 81st Street, Chicago IL  
4724 S. Shields, Chicago IL

This Instrument prepared by:

M. Figiel Colonial Bank  
(Name)  
5850 W. Belmont, Chicago IL 60634  
(Address)

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RECORD

THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED BE IDENTIFIED BY

COLONIAL BANK  
The instrument mentioned in the within Trust Deed has been identified herewith  
under identification No. 2-11-615

My commission expires  
Notary Public  
Lorraine Nagle  
December 12th 1991

the undersigned  
Lorraine Nagle  
Margaret M. Brink  
Asst. Secretary  
Colonial Bank and Trust Company of Chicago

STATE OF ILLINOIS  
COUNTY OF COOK  
By Lorraine Nagle  
Margaret M. Brink  
Asst. Secretary  
TRUST OFFICER

Colonial Bank and Trust Company of Chicago  
as Trustee, as aforesaid, and not personally,  
By Lorraine Nagle  
Margaret M. Brink  
Asst. Secretary  
TRUST OFFICER

THIS TRUST DEED is executed by the Colonial Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, and its corporate seal is hereunto affixed and attested by its Secretary, the day and year first above written.

\*\* SEE RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

As described in the Installment Note  
The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.  
12. Before releasing this trust deed, trustee or successor, or any act or service performed under any provisions of this trust deed, the provisions of the "Trust and Trustee" Act of the State of Illinois shall be applicable to this trust deed.  
13. To provide for payment of taxes, assessments, and interest premiums, first party, its successors or assigns, shall deposit with the trustee or holder of notes or other monthly payment due on amount equal to one-twelfth of the original taxes and assessments levied against said premises and one-twelfth of the annual premiums of all insurances determined by the most recent ascertainable amount. As taxes and assessments become due and payable and as insurances policies expire, or premiums thereon become due, the trustee or holder of the notes shall be authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurances policies or paying premium thereon, and in the event any deficit shall exist in the amount of such deposits, first party, its successors or assigns, agree to pay any such deficit forthwith. In the event of any default hereunder, the trustee or holder of the notes may, without being required to do so, apply any monies on deposit hereunder, on any of the obligations of first party, its successors or assigns, hereon or in the notes, in such manner as trustee or holder of the notes may elect. Such deposits are to be held without any allowance of interest.

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RIDER ATTACHED TO TRUST DEED DATED DECEMBER 12, 1991 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$57,000.00 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 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.

Colonial Bank as Trustee Under  
Trust Agreement dated August  
24, 1990 and known as Trust  
No. 1810 and not personally

THIS INSTRUMENT is executed by COLONIAL BANK, not personally, but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by COLONIAL BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against COLONIAL BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

BY:

*Lorraine Nagle*  
Lorraine Nagle, Trust Officer

ATTEST:

*Margaret M. Brink, Asst. Sec'y.*  
Margaret M. Brink, Asst Sec'y.

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## LEGAL DESCRIPTION RIDER

Parcel 1: Lot 1 in the Subdivision of the West 1 acre of the South 4 acres of the North 12 acres of the North West 1/4 of the North East 1/4 of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4724 S. Shields, Chicago, IL  
P.I.N. # 20-09-200-019-0000

Parcel 2: Lot 17 in Block 2 in Osburne Subdivision of part of Lot 2 in the Assessor's Division of the West 1/2 of Section 33 and that part of the South East 1/4 of Section 32 lying East of the Chicago, Rock Island and Pacific Railroad in Township 38 North, Range 14 East of the Third Principal Meridian (except the North 3 acres thereof) in Cook County, Illinois.

Commonly known as: 718 W. 31st Street, Chicago IL  
P.I.N. # 20-33-109-029-0000

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