

UNOFFICIAL COPY

TRUST DEED

BOX 260

91049566

FORM T-7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 25, 1991, between PARKWAY BANK AND TRUST COMPANY, 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 Bank in pursuance of a Trust Agreement dated December 19, 1977 and known as trust number 4184, herein referred to as "First Party," and

CHICAGO TITLE & TRUST COMPANY, an Illinois corporation herein referred to as TRUSTEE, witnesseth:

91049566

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

TWENTY-EIGHT THOUSAND, FOUR HUNDRED & NO/100 (\$28,400.00) Dollars, made payable to BEARER MARTIN WALSH & KATHLEEN WALSH, his wife 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

January 25, 1991 on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent per annum in instalments as follows:

SIX HUNDRED, THIRTEEN & 95/100 (\$613.95)

DEPT-01 RECORDING \$15.00

Dollars on the 1st day of February 1991 and

143333 TRAM 4532 02/01/91 10:03:00

SIX HUNDRED, THIRTEEN & 95/100 (\$613.95)

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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 1996. 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 seven 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 MARTIN & KATHLEEN WALSH,

COOK COUNTY RECORDER

3743 N. Nora, Chicago, Illinois 60634 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 9 in John J. Rutherford's 2nd Addition to Mont Clare, being a Subdivision of the South East 1/4 of the North East 1/4 of Section 35, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 12-25-223-022

COMMONLY KNOWN AS: 2916 N. Harlem Avenue, Elmwood Park, Ill. 60635

THIS NOTE MAY BE PREPAID IN WHOLE OR IN PART AT ANY TIME WITHOUT PENALTY. Any payment not received on or before the 5th of any month in which it is due shall incur a penalty of 5% of the past due principal and interest. In the event any payment remains unpaid on the last day of any month in which it is due, note holder can declare the borrowers in default and all remedies allowed herein may be exercised by Note Holder.

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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 natural 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 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 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 by 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

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NAME
STREET
CITY

JAMES R. CARLSON
Attorney at Law
7601 West Montrose Avenue
Norridge, Illinois 60634

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

2916 N. Harlem Avenue
Elmwood Park, Illinois 60635

INSTRUCTIONS

OR BOX 260

RECORDER'S OFFICE BOX NUMBER

1500

