

UNOFFICIAL COPY

TRUST DEED

(Trust Deed Form T-3)

REV 6-81

91073786

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 26, 1990, between First Chicago Bank of Ravenswood an association organized under the laws of the United States of America, 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 February 15, 1990 and known as trust number 25-10601, herein referred to as "First Party," and

Albany Bank and Trust Company N.A. an Illinois corporation 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 Two Hundred Twenty Five Thousand and 00/100-----

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 from date of disbursement

on the balance of principal remaining from time to time unpaid at the rate of *10 1/2% per centum annum in instalments as follows: Two Thousand One Hundred Twenty Five and 00/100

Dollars on the 1st day of April 1991 and Two Thousand One Hundred Twenty Five 00/100

Dollars on the 1st day of each and every 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 March 2000. 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 after maturity at the highest legal rate 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 Albany Bank & Trust company N.A. in said City.

This loan is payable in full at the end of 9 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note 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. A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 to the Trustee, which is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described item of real estate, lying and being in the City of

AND STATE OF ILLINOIS, to wit: REFER ATTACHED HERETO AND MADE A PART HEREOF

LOT 18 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 17 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-30-103-007

COMMONLY KNOWN AS: 2143 W Belmont, Chicago, IL

* The interest rate shall be adjusted to Albank Prime +.5% on the first day of March 1994 and on the 1st day of March each three years thereafter until maturity. The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate, based upon the then remaining loan term.

91073786

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

TOGETHER with all improvements, tenements, movements, 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 party with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter owned or to be owned by said party, which are used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, without restricting the foregoing, airways, window shades, screen doors and windows, floor coverings, indoor 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 terms 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 (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, (b) 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, (c) 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 note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, (f) refrain from making material alterations to said premises except as required by law or municipal ordinance, (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and upon written request, (h) furnish to Trustee, its successors or assigns, a certificate of title, (i) 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 company 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 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 holders of the note, and in case of insurance about

NAME ALBANY BANK & TRUST COMPANY N.A.
STREET 3400 WEST LAWRENCE AVENUE
CITY CHICAGO, ILLINOIS
INSTRUCTIONS OR 35
RECORDER'S OFFICE BOX NUMBER

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

2143 West Belmont

Chicago, Illinois 60618

Prepared By: Gary A. Thompson, Senior Vice President
2143 West Lawrence Avenue, Chicago, ILL 60625

Free use

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE CERTAIN TRUST DEED/MORTGAGE DATED AS OF December 26, 1990 FROM First Chicago Bank of Ravenswood U/T/A 25-10601

The following paragraph is hereby added to the terms of the Mortgage:

91073786

First Chicago Trust Company of Illinois is the
 Successor to the First Chicago Trust Company of
 Chicago, Illinois, which was organized in 1887 and
 was a member of the Federal Reserve System from
 1914 to 1923. The First Chicago Trust Company of
 Chicago, Illinois, was a member of the Federal Reserve
 System from 1914 to 1923.


UNOFFICIAL COPY

Mortgagor agrees to indemnify, defend and hold Mortgagee or Trustee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation, attorneys' fees and costs) incurred by Mortgagee or Trustee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagee or Trustee under this paragraph shall constitute additional indebtedness secured by this Mortgage or Trust Deed. Any of the provisions of this Mortgage or Trust Deed to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagor and Mortgagee or Trustee including, without limitation, the repayment of all amounts due under the Mortgage or Trust Deed, cancellation of the Note and the release of any and all of the Loan Documents.

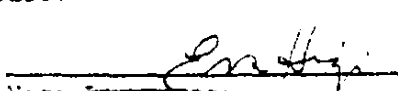
This Rider is executed by ~~Albany Bank and Trust Company N.A.~~ First Chicago Bank of Ravenswood, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank and Trust Company N.A., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said ~~Albany Bank and Trust Company N.A.~~ First Chicago Bank of Ravenswood, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said ~~Albany Bank and Trust Company N.A.~~ First Chicago Bank of Ravenswood, personally is concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any or any co-maker of the Note.

IN WITNESS WHEREOF, ~~Albany Bank and Trust Company N.A.~~ First Chicago Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

~~Albany Bank and Trust Company N.A.~~ First Chicago Bank of Ravenswood
as Trustee as aforesaid and
not personally.

By: 
Land Trust Officer Assistant Vice President

ATTEST:


Vice President Trust Officer

By signing below, Mortgagor accepts and agrees to the terms and provisions contained in this Rider.

9846076