

TRUST DEED

6892 & #4421

91138116

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 1, 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 September 20, 1984, and known as trust number 62280, herein referred to as "First Party," and Chicago Title and Trust Company

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 FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-SIX AND 38/100 (\$46,536.38) 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 maturity

on the balance of principal remaining from time to time unpaid at the rate of two (2) per cent per annum in instalments as follows: SEVEN HUNDRED SEVENTY-SIX AND NO/100 (\$776.00)

Dollars on the 1st day of May 19 91 and SEVEN HUNDRED SEVENTY-SIX AND NO/100 (\$776.00)

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 April 19 96.

All such payments on account of this 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 other place in 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 SPALTER FINANCE CO., 8831-33 Gross Point Road, Skokie, IL 60077 - 708/675-7720.

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, done by these presents grant, 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 1 and the 16 foot private alley (now vacated) lying North of and adjoining said Lot in the Subdivision of Lots 56 to 59, both inclusive, in Johnson's Addition to Chicago, a Subdivision of part of Lots 3, 5 and 6 in the Assessor's Division of Unsubdivided Lands in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, East of Leavitt Street, also of Lots 6 to 9, both inclusive, in Horton's Subdivision of the 13-1/3 rods West of and adjoining the East 29 rods of the South 12 rods of the South West 1/4 of Section 31 aforesaid, in Cook County, Illinois commonly known as 2056 W. North Avenue, Chicago, Illinois 60647.

Tax No. 14-31-333-003-0000

UNDERSIGNED AGREES TO DEPOSIT WITH SPALTER FINANCE CO. EACH MONTH ON OR BEFORE THE DATE EACH PAYMENT IS DUE A SUM EQUAL TO 1/12 OF THE AMOUNT SPALTER FINANCE CO. DEEMS NECESSARY TO MEET THE ANNUAL REAL ESTATE TAXES AND INSURANCE. UNTIL FURTHER NOTICE THE MONTHLY DEPOSIT SHALL BE \$ZERO. IF UNDERSIGNED FAILS TO MAKE ANY SUCH DEPOSIT ON TIME SPALTER FINANCE CO. MAY DECLARE THE NOTE SECURED BY THIS TRUST DEED IN DEFAULT AND EXERCISE ITS RIGHT OF ACCELERATION. PAST DUE PAYMENTS MAY BE PAID OUT OF SAID ESCROW BEFORE TAXES AND INSURANCE. ANY OTHER EXPENDITURE MADE BY SPALTER FOR WHICH UNDERSIGNED MUST REIMBURSE SPALTER MAY ALSO BE PAID OUT OF SAID ESCROW BEFORE TAXES AND INSURANCE. SPALTER MAY COMINGLE THE ESCROW FUNDS WITH THE REST OF ITS ASSETS.

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

TOGETHER with all improvements, tenements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for a term 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 trust deed and not secondarily, and all attachments, 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, kitchen, window shades, air ducts and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of and to be attached 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. If the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, reconstruct or rebuild any building 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 incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof, (3) satisfy the any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit evidence of the discharge of such prior lien or charge to the holder of the notes, (4) complete within a reasonable time any building or building 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 special taxes, (8) comply with all requirements of law or municipal ordinances with respect to the premises, which is due, and upon written request, to furnish to Trustee or to holder of the note duplicate receipts therefor, (9) pay in full and on a parity on the manner provided by statute any tax or assessment which First Party may desire to contest, (10) keep all building 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 money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereon, (11) all to 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

NAME: THIS INSTRUMENT PREPARED BY: ROBERT D. GORDON 205 W. RANDOLPH - SUITE 2201 CHICAGO, ILLINOIS 60606 236-0688

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

2056 W. North Avenue

Chicago, IL 60647

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER

1329

91138116

