

# UNOFFICIAL COPY

# TRUST DEED

91223385

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 8, 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 April 1, 1991 and known as trust number 113812-09, herein referred to as "First Party," and

Chicago Title and Trust Company  
herein referred to as TRUSTEE

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-  
with in the Principal Sum of One Hundred Fifteen Thousand, Three Hundred Sixty Nine and  
80/100th's---Dollars (\$115,369.80)

made payable to BEAKER  
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  
the date hereof on the balance of principal remaining from time to time unpaid at the rate of  
nine (9) per cent per annum in instalments as follows:

Nine Hundred Sixty Light and 18/100th's Dollars (\$968.18)-----

**Written on the 8th day of June 1991 and Nine Hundred Sixty Eight and  
18/100th's Dollars (\$968.18)-----**

**holders on the 8th 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 8th day of May 1998.**  
**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 ~~one~~ percent 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**

**Neighborhood Fund I Limited Partnership** in **Noid City**,  
Now, THEREFORE, First Party to assure 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, due by  
three 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:

LOTS 38, 39, 40, AND 41 IN BLOCK 4 IN SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3400-08 West Cortland Avenue and  
1908-14 North Kimball Avenue - Chicago, Illinois

**\$ 16.00**

P.R.E.I.N.'s 13-35-402-043-0000 and 13-35-402-044-0000

1991 MAY 0 CH 2:23

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

**TOGETHER** with all improvements, attachments, equipment, 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 played primarily and on a party with said real estate and not separately, and all apparatus, equipment or articles now or hereafter thereon 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, refrigerators, window shades, storm doors and windows, floor coverings, under 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 on 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, the successors and assigns, forever, for the purpose, and upon the uses and trusts hereinafter set forth. \* or endorse over.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT** **EXCEPT FOR CONDITIONS NOW PREVAILING**  
Until the indebtedness aforesaid shall be fully paid and in case of the failure of First Party, its successors or assigns to do so, promptly repossess or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, to keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for less than expressly subordinated to the last named or power when due any indebtedness which may be incurred by virtue of change in the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien by trustee or to holders of the notes, at complete, without a reasonable time after building or buildings now or at any time in process of erection, renovation and restoration, in compliance with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and to pay to trustee or to holders of the notes, all taxes, 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, to pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest, to 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 money sufficient either to pay the cost of repairing 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

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Y NAME | Neighborhood Fund I Limited Partnership  
STREET c/o Murray M. Shugan  
250 South Wacker Drive - Suite 1050  
Chicago, Illinois 60606-5834  
CITY [ ]  
INSTRUCTIONS OR

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

3400 W. Cortland Avenue and  
1908 N. Kimball Avenue  
Chicago, Illinois

**BOX 333**

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PRINTED BY THE TRUSTEE IN  
THE MILLEDGE WOR RECORD.

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ACO TITLE & TRUST COMPANY, TRUSTEE  
With under seal No. 18828

The insulation note mentioned in Fig. 11 has been eliminated.

ANSWERED

Wiley, 2010. DOI: 10.1111/j.1365-276X.2010.01672.x

MY COMMISION EXPIRES 01/16/95  
NOTARY PUBLIC, STATE OF MINNESOTA  
SANORA L. TLOTOVIC  
CITY NOTARIAL & ESTATE NOTARIAL

DO HARRIET CANTRELL, 1941  
J. MICHAEL WELLAN  
Vice-Chairwoman of AMERICAN  
Navy League in and for said County, in the State of Maryland.

SANDRA L. TUSTOVIC

ASSISTANT RECHTSMAN

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TLS TOVIG

**TRINITY PARK** (1928) is a suburb located to the south of the American National Bank and Trust Company of Chicago. It is situated on a hillside overlooking the city, and has a fine view of the surrounding country. The houses are mostly two-story frame buildings, and are well-constructed. The streets are paved, and there are many trees and shrubs. The people are generally well-to-do, and the area is considered one of the most desirable in the city.

American National Bank and Trust Company of Chicago

STATE OF ILLINOIS  
COUNTRY OF COOK

**TEIN PINTI (1929)** is a socialist film directed by the American National Social and Travel Committee. It depicts the life of a Chinese peasant who is forced to leave his home to work in a coal mine. The film shows the残酷 treatment of workers by their employers and the resulting strikes and protests. It also highlights the importance of collective action and the struggle for workers' rights.

11. Rather than even date herewith is attached hereto and by reference is expressly made a part hereof.

When the independent bodies to which the two former powers had been referred were to meet in Paris in 1869 to discuss the question of the frontier between France and Germany, they were to be addressed by the French Foreign Minister, M. de Chasseloup-Laubat, as follows:

governments and powerful political leaders of the nation. Therefore no one could be surprised by the dramatic changes which have taken place in the last few years, but need to understand how much any development of political parties in India has been driven by the political parties themselves. In this article we will discuss some of the major factors which have led to the formation and growth of political parties in India.

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN  
TRUST DEED DATED MAY 8, 1991, MADE BY AMERICAN  
NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS  
TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1991 AND  
KNOWN AS TRUST NUMBER 113812-09

1. Mortgagor is expressly given the right to effectuate alterations and repairs to the premises. Trustee and Holder of the Note secured hereby agree to subordinate this Trust Deed and Note secured hereby (Note) to any mortgagee(s) (new mortgagee) which requires encumbering the premises as a condition to lending money for such alterations and repairs, and further agree to execute and deliver timely such documents as such new mortgagee may reasonably require as a condition to disbursing its loan proceeds provided the Note held by such mortgagee evidences a debt not exceeding \$300,000.00; further provided that the funds disbursed by the new mortgagee be used solely in payment for services, labor and material related to the aforesaid alterations and repairs; further provided that the repayment of the then outstanding balance under the Note be personally guaranteed by the three beneficiaries of the mortgagor. [REDACTED]  
[REDACTED], and further provided that the financial standing of said three parties did not suffer substantial deterioration from their present status. Should the Note be paid in full within one year from the date hereof, the balance and the amount due thereunder shall be reduced by \$5,000.00, and the payment then of an amount equal to the then remaining principal balance under the Note, less \$5,000.00, plus any then accrued interest, shall constitute full payment thereof.
2. Should Holder of the Note fail to pay to Westown Management the sum of \$4,500.00 in monthly installments of \$750.00 each, commencing on the date hereof and monthly thereafter mortgagor may deduct any amount not paid timely and fully from the next then payment due under the Note.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee, as aforesaid and not personally

By: \_\_\_\_\_

Vice President

Attest: \_\_\_\_\_

Assistant Secretary

The Installment Note mentioned in the attached Trust Deed and this rider

has been identified herewith under identification number \_\_\_\_\_

113812-09

Chicago Title and Trust Company, Trustee

By: \_\_\_\_\_

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