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TRUST DEED

10200 & #4448

0252350

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 13, 19 91, 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 November 7, 1988 and known as trust number 106893-05, 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 ONE HUNDRED FORTY-EIGHT THOUSAND TWENTY-EIGHT AND 96/100 (\$148,028.96) 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: ONE THOUSAND TWO HUNDRED THIRTY-FOUR AND NO/100 (\$1,234.00)-----

Dollars on the 13th day of June 19 91 and ONE THOUSAND TWO HUNDRED THIRTY-FOUR AND NO/100 (\$1,234.00)-----

Dollars on the 13th 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 13th day of May, 2001. 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 balance 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 place 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, 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, convey, 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 10 and 11 in Block 29 in Crosby and others subdivision of the East 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois commonly known as 2422-2424 W. Fullerton Avenue/ 2405 N. Artesian Ave., Chicago, Illinois 60647. Tax No. 13-25-431-034-0000

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 RIGHTS 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. THIS PARAGRAPH ALSO COVERS LIFE INSURANCE.

DEPT-UY RECORDING 11.29  
T85585 TRAM 1100 05/28/91 15:07:00  
17442 9 E 1-252350  
COOK COUNTY RECORDER

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

TOGETHER with all improvements, fixtures, accoutrements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for a long and certain term of years, and all other things which may be entitled thereto (which are placed primarily and on a party with said real estate and not secondarily), and all accessories, 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, under beds, sweaters, slippers and water heaters. All of the foregoing are declared to be a part of and 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Pay the indebtedness hereunder 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 cost, and free from incumbrances 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 lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon and 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 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 any 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; (10) 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

D NAME THIS INSTRUMENT PREPARED BY:  
E ROBERT D. GORDON  
L STREET 205 W. RANDOLPH - SUITE 2201  
I CITY CHICAGO, ILLINOIS 60606  
V 236-0688  
R OR  
Y INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

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

2405 N. Artesian Ave.  
Chicago, IL 60647

1389

THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE INDEXED FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

The instrument Note mentioned in the within Trust Deed has been identified

OFFICIAL SEAL SANDRA L. LITVIC Notary Public, State of Illinois My Commission Expires 01/16/95

MAY 28 1991

NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, hereby certifies that the undersigned, Peter Johansen, Assistant Secretary, is duly qualified to execute and acknowledge this instrument in accordance with the laws of the State of Illinois.

STATE OF ILLINOIS COUNTY OF COOK

BY: American National Bank and Trust Company of Chicago, Assistant Secretary



THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, a national banking association, and Peter Johansen, Assistant Secretary, in accordance with the laws of the State of Illinois. The undersigned hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois.

11. The mortgagor hereby waives all and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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1. The mortgagor hereby waives all and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed. 2. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 3. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 4. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 5. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 6. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 7. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 8. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 9. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois. 10. The mortgagor hereby certifies that the instrument is a true and correct copy of the original instrument as the same appears in the records of the State of Illinois.