

TRUST DEED

DEPT-01 RECORDING 413.2  
T45555 TRAN 1100 05/28/91 15:08:00  
\$7449 + E \* -91-252356

THE ABOVE SPACE FOR RECORDERS USE ONLY RECORDER

THIS INDENTURE, Made May 16, 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 April 19, 1991 and known as trust number 113774-05, 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 THREE HUNDRED THREE THOUSAND TWO HUNDRED SEVENTY-EIGHT AND 57/100 (\$303,278.57) 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: TWO THOUSAND SIX HUNDRED FIFTY-SIX AND NO/100 (\$2,656.00)

Dollars on the 16th day of June, 19 91 and TWO THOUSAND SIX HUNDRED FIFTY-SIX AND NO/100 (\$2,656.00)

Dollars on the 16th 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 16th day of May, 19 96. 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 two per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in place 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:

Lot 29 and the North 16.49 feet of Lot 30 in Blake and Ravlin Subdivision of Block 1 in Jacob's and Burchell's Subdivision of the South 16 2/3 acres of the East 1/3 of the West 1/2 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2156 N. Kimball, Chicago, Illinois 60647. Tax No. 13-35-220-010-0000

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 \$1090.00. 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.

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

TOGETHER with all improvements, tenements, ornaments, 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 thereto, or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (including the furnace), screens, window shades, storm doors and windows, floor coverings, boiler beds, awnings, stoves 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. That the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace 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 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 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 any 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 accrued 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

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

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

2156 N. Kimball

Chicago, IL 60647

OR

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER

Vertical handwritten text on the left margin.

Vertical handwritten text on the right margin.

Handwritten signature or initials.

UNOFFICIAL COPY

IS FILED FOR RECORD.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE NAMED HEREIN IN THE PUBLIC DEPOSIT BOX.

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

The instrument here mentioned in the within Trust Deed has been identified by the Chicago Title & Trust Company, Trustee.

My commission expires MAY 28 1991

NOTARY PUBLIC, State of Illinois SANDRA L. TLSTOVIC OFFICIAL SEAL

Richard Whelan, Peter Johnson

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

SANDRA L. TLSTOVIC



ASSISTANT SECRETARY

By: [Signature]

American National Bank and Trust Company of Chicago

The undersigned, Assistant Secretary of the American National Bank and Trust Company of Chicago, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same was presented to me for recording.

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

Witness my hand and the seal of said company at Chicago, Illinois, this 28th day of May, 1991.

By: [Signature]

Assistant Secretary

American National Bank and Trust Company of Chicago

THIS TRUST DEED IS SECURED BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ILLINOIS, AND THE TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE NAMED HEREIN IN THE PUBLIC DEPOSIT BOX. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE NAMED HEREIN IN THE PUBLIC DEPOSIT BOX. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE NAMED HEREIN IN THE PUBLIC DEPOSIT BOX.

1. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on his own behalf and on behalf of each and every person, except decreee of the mortgagee, subsequent to the date of this trust deed.

2. The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so without regard to the validity of any tax, assessment, or other lien or claim against the property or the validity of any law, ordinance, or regulation imposing such tax, assessment, or other lien or claim.

3. The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so without regard to the validity of any tax, assessment, or other lien or claim against the property or the validity of any law, ordinance, or regulation imposing such tax, assessment, or other lien or claim.

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