

UNOFFICIAL COPY

10757 & #4471

\$ 85,000.00 Principal  
\$ 96,085.44 Finance Charge  
\$181,085.44 Note Amount

TRUST DEED

767479

91353702

91353702

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 1, 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 March 25, 1991 and known as trust number 113610-03, 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 EIGHTY-ONE THOUSAND EIGHTY-FIVE AND 44/100 (\$181,085.44) 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

four (4) per cent ~~annum~~ in instalments as follows: ONE THOUSAND FOUR HUNDRED EIGHTY-ONE AND 60/100 (\$1,481.60)-----

Dollars on the 1st day of August 19 91 and ONE THOUSAND FOUR HUNDRED EIGHTY-ONE AND 60/100 (\$1,481.60)-----

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 July, 1997.

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 ~~four~~ per cent ~~per annum~~ <sup>month</sup>, and all of said principal and interest being made payable at such ~~banking house or trust company in~~ place ~~known~~ 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, 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:

(SEE ATTACHED RIDER)

UNDERSIGNED AGREES TO DEPOSIT IN ESCROW 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 \$150.00. 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.

DEPT-01 RECORDING \$16.29  
T5555 TRA 4569 07/16/91 16109100  
#6198 \$ 2 \* - 91-353702  
COOK COUNTY RECORDER

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

TOGETHER with all improvements, easements, 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 placed primarily and on a parity with said real estate and not secondarily), and all apparatus, 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, indoor beds, awnings, covers 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 uses and trusts hereinafter 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: (1) promptly repair, restore or rebuild any buildings 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 mechanics' 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 ordinances; (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 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

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

- 1. 2906 N. Damen, Chicago, IL 60618...
- 2. 1701 N. Campbell, Chicago, IL 60647

OR

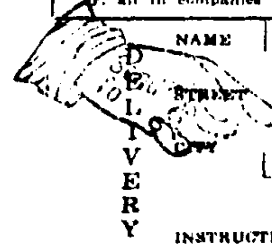
INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER.....

1429

C 41788

First American Title Co.



FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THIS NOT RECORDED BY THIS TRUST DEED SHOULD BE IDENTIFIED... BY THE REGISTER NAMED HEREIN IN THE TRUST DEED...

THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

ANNE M. MARCCHERT  
COUNTY OF COOK  
STATE OF ILLINOIS  
By: [Signature]  
VICE PRESIDENT  
American National Bank and Trust Company of Chicago



THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

11. As to Parcel II only, The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of a court of law, except decree or judgment creditors of the mortgagor, 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.

THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED... THE TRUST DEED...

91553702

# UNOFFICIAL COPY

9 1 3 5 3 7 0 : 267-179

## R I D E R

### PARCEL I:

The South 8.95 feet of Lot 21 and Lot 22 (except the South 7.95 feet thereof) in Block 1 in William Hahne's Subdivision of the North 1/2 of Lot 13 (except the South 33 feet thereof) in Snow Estate Subdivision by Superior Partition of the East 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14 East of Third Principal Meridian, in Cook County, Illinois commonly known as 2401 North Damen Avenue, Chicago, Illinois 60618.  
Tax No. 14-30-121-040-0000

### PARCEL II:

Lot 76 in Oswald and Jaeger's Subdivision of Block 5 in Johnston's Subdivision of the East Half of the Southeast Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1701 N. Campbell, Chicago, Illinois 60647.  
Tax No. 13-36-423-023-0000

91353702

91353702