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TRUST DEED

770-185 CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made June 11 19 92 between Cole Taylor Bank, an Illinois corporation, 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 June 11, 1992 and known as Trust Number #92-4145, herein referred to as "First Party," and Chicago Title & Trust Company

an Illinois corporation, 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 FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) Dollars,

made payable to THE ORDER OF 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 June 17, 1992 on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments (including principal and interest) as follows: EIGHT HUNDRED FIFTY SEVEN DOLLARS AND FORTY CENTS (\$857.40) PLUS \*\* Dollars or more on the 15th day of July 19 92 and EIGHT HUNDRED EIGHTY FOUR DOLLARS AND NINETY CENTS (\$884.90) PLUS\*\* Dollars or more on the 15th 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 15th day of June, 1999. 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 12 per cent 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 Johnnie T. McDonald 4541 South Michigan Avenue Chicago, Il. 60653 in said City.

Matthews 7309145-92

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:

Lot 16 (except the South 23 feet thereof) and all of Lot 17 and the South 23 Feet of Lot 18 in Block 3 of Godkin's Subdivision of Lots 5 and 6 in Newhall, Larned and Woodbridge's Subdivision or part of the Northeast 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1992 JUL - 6 PM 5:11 92488386

P.I.N. #20-15-109-042-0000 Vol 257 Plus\*\* a sum equal to 1/12 th of the estimated annual real estate tax and casualty insurance premium Plus \*\* a sum equal to 1/12th of the estimated annual real estate tax and casualty insurance premium

which, with the property hereinafter described, as referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be ongoing, 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, 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, inador 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 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 herein 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

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MAIL TO: Allan T Schenckel Grant V Schenckel 1161 Lake Cook Road, Ste B Deerfield, IL 60015

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5647-49 South Michigan Avenue Chicago, Il. 60637

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 333 - TH

Handwritten signature

UNOFFICIAL COPY

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE RECORD.

NOTARY PUBLIC STATE OF ILLINOIS MARY MAREK OPTICAL SEAL MY COMMISSION EXPIRES FEBRUARY 1992

STATE OF ILLINOIS COUNTY OF COOK SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said instrument as their own free and voluntary act and as the free and voluntary act of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date June 15, 1992 Notary Public

ASSISTANT VICE-PRESIDENT By [Signature] ASSISTANT SECRETARY

Cole Taylor Bank As Trustee as aforesaid and not personally.

THIS TRUST DEED is executed by the Cole Taylor Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Cole Taylor Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay to the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied in or on the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, and that so far as the First Party and its successors and assigns are concerned, the legal holder of said note and the owner of any interest therein shall be deemed to be the legal holder of said note and the owner of any interest therein.

IN WITNESS WHEREOF Cole Taylor Bank not personally but as Trustee as aforesaid, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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