

3007-703

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 1 1992, between Bank of Chicago/Garfield Ridge an Illinois corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 13, 1992 and known as trust number 92-2-8, herein referred to as "First Party," and SOUTH CENTRAL BANK AND 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 Sixty Thousand Eight Hundred Fifty-Four and 94/100 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 date on the balance of principal remaining from time to time unpaid at the rate of 9.25 percent per annum in instalments as follows:

Two Thousand Two Hundred Seventy-Nine and 84/100 Dollars on the 1st day of August 1992 and Two Thousand Two Hundred Seventy-Nine and 84/100 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 January 1995. 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 9.25 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 SOUTH CENTRAL BANK AND TRUST COMPANY 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, sell, convey, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

See Schedule "A" attached hereto and made part hereof. COOK COUNTY RECORDER

DEPT-01 RECORDING 125.50
14444 TRAN 2498 07/10/92 14:51:00
1595 \* 92-505987
COOK COUNTY RECORDER

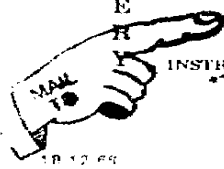
92505987

P. I. N. 16-27-210-005 Commonly known as 2315 S. Keeler, Chicago

which, with the property hereinafter described, is referred to herein as the "premises." INWITNESS whereof, the Trustee, 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 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, door coverings, molar 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 hereon 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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical 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 holder of the note; (4) comply 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 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; (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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about 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

Table with columns: NAME, STREET, CITY, INSTRUCTIONS, RECORDER'S OFFICE BOX NUMBER. Row 1: SOUTH CENTRAL BANK AND TRUST CO, 555 W. ROOSEVELT RD., CHICAGO, ILLINOIS 60607.

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2315 S. Keeler Chicago, Illinois 60632



25.00

to execute, to deliver renewal policies not to be taken to the benefit of the holder of the note, but not to require any payment or perform any act hereunder set forth in any form and manner... 1. The Trustee or the holder of the note hereby secured making any payment hereby authorized... 2. The Trustee or the holder of the note and without notice to First Party... 3. At the option of the holder of the note and without notice to First Party... 4. When the indebtedness hereby secured shall become due... 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied... 6. Upon or at any time after the filing of a bill to foreclose this trust deed... 7. Trustee or the holder of the note shall have the right to inspect the premises... 8. Trustee has no duty to verify the title, location, extent or condition of the premises... 9. Trustee shall cause this trust deed and the lien thereof by proper instrument... 10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds...

9.25

Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagor's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

The mortgagor(s) hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois

THIS TRUST DEED is executed by Bank of Chicago/Garfield Ridge (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 Bank 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 instrument shall be construed as creating any liability on said First Party or on said Bank personally to pay the said indebtedness secured hereunder... IN WITNESS WHEREOF Bank of Chicago/Garfield Ridge has caused its Assistant Vice President to sign and affix its corporate seal to be hereunto affixed and attested by its Assistant Cashier/Trust Officer on this day and year first above written

BANK OF CHICAGO/GARFIELD RIDGE As Trustee as aforesaid and not personally. By Rosamaria J. Baran Assistant Vice President - TRUST OFFICER Attest Terrence Superczynski, Senior Vice President ASSISTANT CASHIER - TRUST OFFICER

5887

STATE OF ILLINOIS COUNTY OF COOK ss a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that Rosamaria J. Baran Assistant Vice President Trust Officer of Bank of Chicago/Garfield Ridge and Terrence Superczynski Senior Vice President Assistant Cashier/Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument or such Assistant Vice President/Trust Officer and Assistant Cashier/Trust Officer, 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Cashier/Trust Officer and the said Assistant Cashier/Trust Officer, respectively, appeared before me 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 3rd day of July 1992

Notary Public

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. Trustee

# UNOFFICIAL COPY

22515887

Property of C...

PERMANENT INDEX NO. 16-27-210-005-0000

THAT PART OF THE EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 27,  
 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH KEELER AVENUE;  
 LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON  
 NORTHERN, INC., (FORMERLY C. B. AND O. R. COMPANY); AND LYING  
 SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED COURSES, TO-  
 WIT: COMMENCING AT A POINT ON THE EAST LINE OF SOUTH KEELER  
 AVENUE 264.98 FEET SOUTH OF (AS MEASURED ALONG SAID LINE) THE  
 SOUTHERLY LINE OF GGDEN AVENUE; THENCE EAST AT RIGHT ANGLES 0.70  
 FEET; THENCE SOUTH AT RIGHT ANGLES 0.75 FEET; THENCE EAST AT  
 RIGHT ANGLES 5.28 FEET; THENCE NORTH AT RIGHT ANGLES 0.75 FEET;  
 THENCE EAST AT RIGHT ANGLES 227.02 FEET TO A POINT OF CURVE OF A  
 CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 52.50 FEET,  
 AND BEING TANGENT TO A LINE 233 FEET EAST OF AND PARALLEL WITH  
 THE EAST LINE OF SOUTH KEELER AVENUE; THENCE SOUTHWESTERLY ALONG  
 SAID CURVED LINE AN ARC DISTANCE OF 42.11 FEET TO A POINT OF  
 REVERSE CURVED LINE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF  
 52.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE AN ARC  
 DISTANCE OF 42.10 FEET TO A POINT OF TANGENCY ON A LINE 201 FEET  
 EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KEELER AVENUE;  
 THENCE SOUTH ALONG SAID PARALLEL LINE 61.80 FEET TO A POINT OF  
 CURVED LINE, CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 50.00  
 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE AN ARC DISTANCE  
 OF 41.15 FEET TO ITS INTERSECTION WITH A LINE 185 FEET EAST OF  
 AND PARALLEL WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE  
 SOUTH ALONG SAID PARALLEL LINE 56.00 FEET TO ITS INTERSECTION  
 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN,  
 INC., AFORESAID, IN COOK COUNTY, ILLINOIS.