

UNOFFICIAL COPY

TRUST DEED

92575468

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 31 1992, 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 August 29, 1989 and known as trust number 109007-02, herein referred to as "First Party," and Bernice M. Schreiber as Trustee of the Bernice M. Schreiber Trust

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 Thirty Thousand and 00/100 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 August 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments as follows:

One Thousand Ninety and 96/100

Dollars on the 1st day of September 1992 and One Thousand Ninety and 96/100

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 October 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~~ 10 1/2 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 Martin M. Mussar, attorney at law 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:

Lot 10 in Block 2 in Ravenswood, being a Subdivision of part of the North East 1/4 and the North East 1/4 of the South East 1/4 of Section 18 and part of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Property address: 4708-12 N. Wolcott, Chicago, Illinois 60640

PTID#: 14-18-201-011

DEED-01 RECORDING \$23.00
T3333 TRAN 1149 08/04/92 14:00:00
#0751 # 4-92-575468
COOK COUNTY RECORDER

92575468

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

TOGETHER with all improvements, tenements, 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 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, door coverings, indoor 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 (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 mechanic's 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 note; (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 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 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 | Martin M. Mussar
ADDRESS | 180 N. LaSalle Street, Suite 2320
CITY | Chicago, Illinois 60601

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

4708-12 N. Wolcott

Chicago, Illinois 60640

INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER.....

23

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

MY COMMISSION EXPIRES 1/1/30

herewith under Identification No. 101

The instrument mentioned in the within Trust Deed has been identified

Notary Public, State of Illinois

PAMELA ANN CSIKOS

Official Seal of the Notary Public, State of Illinois

Notary Public

day of JUL 3 1 1992

of the year 1992, between the undersigned, and... American National Bank and Trust Company of Chicago, a national banking association...

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, a national banking association, and its Vice-President and Assistant Vice-President have caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and the Assistant Secretary, Secretary and Treasurer to be hereunto subscribed, signed and delivered, as witnesses, on this day of JUL 3 1 1992.

By: Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Notary Public, State of Illinois

PAMELA ANN CSIKOS

Official Seal of the Notary Public, State of Illinois

Notary Public

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By: Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Notary Public, State of Illinois

PAMELA ANN CSIKOS



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