

UNOFFICIAL COPY

TRUST DEED

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DEPT-01 RECORDINGS \$23.00
T#0000 TRAN 3881 11/30/92 16:33:00
#9820 # * -92-896270
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made **May 7,** 19 **92**, between Maywood-Proviso State 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 Bank, in pursuance of a Trust Agreement dated **October 22, 1987** and known as trust number **7601**, herein referred to as "First Party," and **PROVISO DEVELOPMENT CORPORATION 411 West Madison Street, Maywood, Illinois 60153**

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 Sixty Thousand Dollars and No/100-----** Dollars,

made payable to Maywood-Proviso State Bank

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, and the co-makers thereof personally promise to pay, the said principal sum and interest from **May 7, 1992**

on the balance of principal remaining from time to time unpaid at the rate of

Nine & Eighteen per cent per annum in instalments as follows: **Monthly payments of \$1,361.70 beginning on June 1, 1992 and continuing on the 1st of each month until Balloon payment of \$145,066.19 Dollars on the 1st day of June 19 92 and is paid in full on May 1, 2002**

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 **May 2002**

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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **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

NANNINI & CATRAMBONE, LTD. 421 West Madison Street, Maywood, Illinois 60153 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 2 in Subdivision of Block 2 in Proviso Land Association Addition to Maywood, in Section 10, Township 39 North, Range 12, lying East of the Third principal Meridian in Cook County, Illinois.

P.I.N. 15-10-432-015-0000

Commonly Known as: **804 South 15th Avenue, Maywood, Illinois 60153**

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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 as 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 unit 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: (1) promptly repair, restore 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 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 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 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 **MAYWOOD-PROVISO STATE BANK**
STREET **411 West Madison Street**
CITY **Maywood, Illinois 60153**
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER **3**

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

804 South 15th Avenue

Maywood, Illinois 60153

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