

UNOFFICIAL COPY

10528 & (10800) & #4472

Principal \$33,000.00  
Finance Charge \$ 6,930.00  
Note Amount \$39,930.00

TRUST DEED

1767476

92331-65

DEPT-11 RECORD-T

\$23.50

92331465

T#5555 TRAN 6952 05/14/92 11:29:00

RECORDERS USE ONLY 331465

THIS INDENTURE, Made July 1, 1991, 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 May 28, 1991 and known as trust number 113940-04, 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 THIRTY-NINE THOUSAND NINE HUNDRED THIRTY AND NO/100 (\$39,930.00) 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 per month in instalments as follows: FIVE HUNDRED SEVENTY-SEVEN AND 50/100 (\$577.50)

Dollars on the 10th day of August 1991 and FIVE HUNDRED SEVENTY-SEVEN AND 50/100 (\$577.50)

Dollars on the 10th 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 10th day of July, 1992.

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 (7) per cent per month, and all of said principal and interest being made payable at such banking house or trust company in place 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 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:

LOT NINETEEN (19)

IN THE SUBDIVISION OF THE NORTH HALF (1/2) OF THE NORTH HALF (1/2) OF LOT FIFTEEN (15) OF DAVLIN KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COMMONLY KNOWN AS 2948 NORTH HARDING AVENUE, CHICAGO, ILLINOIS 60639.

TAX NO. 13-26-118-024-0000

92331465

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 \$ZERO. 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.

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 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 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 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, attach 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 THIS INSTRUMENT PREPARED BY:  
ROBERT D. GORDON  
STREET 205 W. RANDOLPH - SUITE 2201  
CITY CHICAGO, ILLINOIS 60606  
236-0688

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

2948 N. Harding Avenue

Chicago, IL 60639

OR

INSTRUCTIONS  
RECORDERS OFFICE BOX NUMBER

A 2350  
PC.

UNOFFICIAL COPY

IS FILED FOR RECORD.

FILED BY THE REGISTER NAMED HEREIN BEFORE THE TRUST DEED  
THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

Chicago Title & Trust Company, Trustee  
Identification No. 267476

IMPORTANT  
My Commission Expires 1/23/2011

OFFICIAL SEAL  
ANNE M. MARCHERT  
Notary Public, State of Illinois  
Given under my hand and official seal this 19th day of July, 1991

STATE OF ILLINOIS  
COUNTY OF COOK

By  
American National Bank and Trust Company of Chicago  
Assistant Secretary  
Vice President



IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, its Vice-Presidents and Assistant Vice-Presidents and its Assistant Secretary, on the day and year first above written.

19. Trustee may require by instrument in writing that the Recorder of Deeds of Cook County, Illinois, shall be notified of the recording of this deed and that the Recorder shall be notified of any subsequent recording of this deed.

18. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the purpose of inspecting the premises, or for the purpose of inspecting the premises, or for the purpose of inspecting the premises, or for the purpose of inspecting the premises.

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