

TRUST DEED UNOFFICIAL COPY

93683547

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 11th 1993, between ALLAN W. PALLANTE, Trustee of First Chicago Trust Company, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated May 15, 1993 and known as ~~task number~~ * THE ALLAN W. PALLANTE DECLARATION OF TRUST OF ILLINOIS

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 TWO HUNDRED THOUSAND AND NO/100ths (\$200,000.00)

made payable to FIRST CHICAGO TRUST COMPANY OF ILLINOIS AS CUSTODIAN FOR LEROY PANTERA 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 25, 1993 on the balance of principal remaining from time to time unpaid at the rate of FOUR (4%) per cent per annum in instalments as follows: ONE THOUSAND AND NO/100ths (\$1,000.00)

Dollars on the 25th day of September 1993 and ONE THOUSAND AND NO/100ths (\$1,000.00)

Dollars on the 25th 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 25th day of August 1997. 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 4% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park, 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 FIRST CHICAGO 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 in full consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, she hereby grants, remises, releases, alien and conveys 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:

Unit Number 3904 in the 5455 Edgewater Plaza Condominium, as delineated on a survey of the following described real estate:

Part of the South 242 Feet of the North 87 1/2 Feet of the East Fractional 1/4 of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 24870735, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P. I. N. 14-08-203-016-1455 Property Address: 5455 N. Sheridan Road, Chicago, Ill.

DEPT-01 RECORDING \$23.50
76322 TRAN 5542 08/27/93 10:55:00
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COOK COUNTY RECORDER

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 not secondarily, and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled) and ventilation including without restriction the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the 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. I DO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the covenants and trusts herein set forth. I DO FURTHER UNDERSTOOD AND AGREE THAT: (1) 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 destroyed, (2) keep said premises in good condition and repair, without waste, and free from encumbrances other than 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 by the Trustee or its assigns, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) refrain from making material alterations on said premises which are disapproved by law or municipal ordinance, (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other

DELIVERY NAME JAMES A. GATELY, ATTORNEY AT LAW
STREET 4309 N. Damen Avenue
CITY Chicago, IL. 60618
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
SEE ABOVE
This instrument was prepared by
JAMES A. GATELY, ATTORNEY AT L
4309 N. Damen Avenue
Chicago, Illinois 60618

23 MS

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

IMPORTANT

OFFICIAL SEAL
JAMES A. GATELY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 2, 1997

Given under my hand and Notarial Seal this August 9, 1993

ALLAN W. PALLANTE
I, the undersigned a Notary Public in and for said County, in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appeared before me this day in person and acknowledged the said instrument as his own free and voluntary act and voluntarily at the time and place stated herein and delivered to me by the same person whose name is subscribed to the foregoing as such.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned a Notary Public in and for said County, in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appeared before me this day in person and acknowledged the said instrument as his own free and voluntary act and voluntarily at the time and place stated herein and delivered to me by the same person whose name is subscribed to the foregoing as such.

By TRUSTEE

ALLAN W. PALLANTE

THIS TRUST DEED is recorded in accordance with the provisions of the Illinois Trust and Debenture Act, Chapter 110, Illinois Compiled Statutes (1993). The Trustee is authorized to execute this Trust Deed and to take any action necessary to enforce the terms of the Trust Deed. The Trustee is authorized to execute this Trust Deed and to take any action necessary to enforce the terms of the Trust Deed. The Trustee is authorized to execute this Trust Deed and to take any action necessary to enforce the terms of the Trust Deed.

1. The Trustee shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose. The Trustee shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose. The Trustee shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.

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