

UNOFFICIAL COPY

TRUST DEED

93303865

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 12, 1993, between American National Bank and Trust Company of Chicago, 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 September 9, 1991 and known as trust number 114506-08, herein referred to as "First Party," and ANDRES SCHCOLNIK, 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 Twelve Thousand and no-----00/100 (\$12,000.00) 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 in instalments as follows: Twelve Thousand and no-----00/100 DOLLARS

on the 11th day of October 19 93, and thereafter on like including the day of the month of the year, with a final payment of the balance due on the 11th day of October 19 93, with interest on the principal balance

from time to time unpaid at the rate of eight (8%) per cent per annum payable ; each of said instalments of principal bearing interest after maturity at the rate of 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 Andres Schcolnik, 1624 N. Winchester, Chi., IL 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:

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LOT 38 (EXCEPT THE WEST 3 FEET 9 INCHES THEREOF) IN VANDERSYDE'S SUBDIVISION OF BLOCK 1, IN FIRST ADDITION TO PULLMAN, EXCEPT THE NORTH 135 FEET OF THE EAST 125 THEREOF, IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 25-21-203-025

Common Address: 2 West 11th Place Chicago, IL 60628

This instrument prepared by: Marty DeRoin, 122 S. Michigan Ave., St. 1800 Chicago, IL 60603

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 as 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 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.

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 mechanics' 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 compliance 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: Marty DeRoin
STREET: 122 S. Michigan Ave., St. 1800
CITY: Chicago, IL 60603

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

DELIVERY

OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

2350

UNOFFICIAL COPY

holders of the note... to be evidenced by the standard mortgage... and to deliver and receive... and to execute and deliver... and to execute and deliver... and to execute and deliver...

1. The Trustee or the holder of the note... may not assign... or otherwise dispose of any part of the property... or otherwise dispose of any part of the property...

2. At the expiration of the term... all unpaid indebtedness secured by this trust deed... shall be deemed to be in default... and the same shall continue for three days... and shall continue for three days...

3. When the indebtedness herein secured... shall become due... the holder of the note... shall have the right to foreclose the lien hereof... and to sell the premises... and to sell the premises... and to sell the premises...

4. The proceeds of any foreclosure sale... shall be distributed and applied as follows... First, to the payment of all costs and expenses... and to the payment of all costs and expenses...

5. Upon or at any time after the filing of a bill to foreclose... the court in which such bill is filed... may appoint a receiver of the premises... and may appoint a receiver of the premises...

6. Trustee has no duty to examine... the title, location, existence, or condition of the premises... nor shall Trustee be obligated to record this trust deed... nor shall Trustee be obligated to record this trust deed...

7. Trustee shall release this trust deed... and the lien hereof by proper instrument upon presentation of satisfactory evidence... that all indebtedness secured by this trust deed has been fully paid... and that all indebtedness secured by this trust deed has been fully paid...

8. Trustee may resign by instrument in writing... filed in the office of the Recorder or Registrar of Titles... in which this instrument shall have been recorded or filed... and any Trustee or successor shall be entitled to reasonable compensation for all work performed hereunder...

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid... of the nature of the mortgage and authority conferred upon and vested in such Trustee and it is expressly understood and agreed that nothing herein... shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago...

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid... has 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 attested by its Assistant Secretary...

American National Bank & Trust Company of Chicago
By _____ VICE PRESIDENT
Attest _____ ASSISTANT SECRETARY



STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY that the herein named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and solemnly declared that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is a notary of the corporate seal of said National Banking Association, caused the corporate seal of said National Bank by association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal
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 herein under Identification No. _____