

THE ABOVE SPACE FOR RECORDERS USE ONLY

94981330

THIS INDENTURE, Made November 1 1994, 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 October 24, 1994 and known as trust number 118942-01 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 Four Hundred and Fifty Thousand Dollars

(\$ 450,000.00)

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

13 per cent per annum in instalments as follows:

\$4,977.90 Dollars on the 1st day of January 19 95 and \$4,977.90

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 January 2000.

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 19 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 SHELDON ROSING, 120 W. Madison Suite 918 Chicago, Illinois 60602 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:

Legal Description Attached

DEPT-01 RECORDING \$25.50
T#0011 TRAN 4646 11/18/94 14:02:00
#6832 + RV #94-981330
COOK COUNTY RECORDER

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 thereon 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 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 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 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 lien is attached all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges on 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 all taxes and assessments levied or assessed on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurer of amounts of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; (9) maintain satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

SHELDON ROSING

120 W. Madison
Suite 918
Chicago, Illinois 60602

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

See Schedule

Attached

OR

RECORDER'S OFFICE BOX NUMBER

25.50



UNOFFICIAL COPY

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Chicago Title & Trust Company, Trustee

THIS DEED IS FILED FOR RECORD

FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE CLERK OF THE COURT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER

IMPORTANT

STATE OF ILLINOIS

COUNTY OF COOK

OFFICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS

Commission Expires 06/27/96

COMMERCIAL BANK & TRUST COMPANY

Notary Public in and for the County of Cook, State of Illinois

Given under my hand and Notarial Seal this 19th day of NOV 01 1994

The following Note mentioned in the within Trust Deed has been identified

My commission expires

Notary Public

DO HEINRICH GOTTFRY, VICE PRESIDENT AND TRUSTEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Chicago Illinois 60602

Sheldon Rosling, Attorney

Chicago Illinois 60602

120 W. Madison st.

repared by :

of direction over the land Trust holding the property securing the subject note.

13. The holder of the note secured by the Trust Deed shall have an irrevocable power

secured by this note.

12. The party of the first part shall deposit each month with the holder of the note

of the legal or equitable interest in the premises identified in the Trust Deed

11. This note shall be immediately due and payable in full upon the sale or conveyance

of the property secured by the note.

10. The party of the first part shall be bound to execute and deliver to the holder of the note

all documents and instruments necessary to carry out the terms of the note.

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LEGAL DESCRIPTIONS

PARCEL 1: LOT 51 IN W.T.B. READ'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-01-428-019

Address: 818 N. Maplewood, Chicago IL 60622

PARCEL 2: LOT 52 IN W.T.B. READ'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-01-428-020

Address: 846 N. Maplewood, Chicago IL 60622

PARCEL 3: LOT 53 IN W.T.B. READ'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 16-01-428-021

Address: 844 N. Maplewood, Chicago IL 60622

PARCEL 4: LOTS 66 AND 67 IN W.T.B. READ'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 16-01-428-039

Address: 2534 West Chicago Ave, Chicago IL 60622

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