UNOFFICIAL COPY

Asst. Trust Officer
Asst. Trust Officer
Asst. Vice Ptesident

GOLONIAL BANK AND TRUST COMPANY OF CHICAGO GOLONIAL BANK AND TRUST COMPANY OF CHICAGO

5. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Perect is abandoned, vacated, or left unattended by the First Party or the Cuarantors thereigh.

4. The First Party hereby waives any and all rights of statutory redemption to the above referenced premises upon a foreclosure of the Trust Deed.

3. Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Guarantors, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

i. The amount due hereunder may be accelerated at the option of the Trustee of Holder of the Note if the premises apecifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknow-ledgement of the Trustee or Holder of the Note, prepayment by the First Party to be made without penalty.

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TRUST DEED

3482271

THE ABOVE SPACE FOR RECORDERS USE ONLY

	November 18	19 85, between Colonial	Bank and Trust Company of
Chicago, an Illinois Bankin	a Corporation, not pe	rsonally but as Trustee under	the provisions of a Deed or
Deeds in trust duly recorded	d and delivered to said	d Company in pursuance of c	Trust Agreement dated
11/14/85 and known as tr			First Part," and
COLONIAL BANK AND TRI	UST COMPANY OF CHIC	AGO	

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 Four Thousand and 00/100------Dollars (\$104,000.00)

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 scala Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid the rate as indicated on the Instalment Note secured hereby

SONT OF COOP NOW, THEREFORE, First Party to secure the payment of the vaid principal sum of majey 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 whe had is hereby acknowledged, does by these prejents grant, remise, release, allien and canvey unto the Trustee, its successors and assigns, the following described Real Funte stricts: "Jing and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

NOW, THEREFORE, Fin...

sed, and also in consideration of any unit the Fruitee. In successors and and any unit the Fruitee. In successors and and any unit the North 3.0 feet of the ...

Johnson's Westfield Manor, a Subdivision of the Northwest quarter of Section 29, Township 40 Northwest qu Lot 39 and the North 3.0 feet of the East 53.67 feet of Lot 40 in Block 1 in Javaras Johnson's Westfield Manor, a Subdivision of the East bill of the Northeast Quarter of

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fistures, 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 pleaded primarily and on a parity with said real estate and not secondarily), and all appearius, equipment or articles now or hereafter therein or therein or thereon used to supply heart, gas, air conditioning, water, tight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awrings, stoves and water heaters. All of, the foregoing are declared to be a part of said real estates whether phased 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:

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness ofpressed shall be fully paid, and in case of the failure of First Porty, 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 soid 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) poy 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 buildings now or at any time in process of erection upon the premises; (5) to comply with oll requirements of laws 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 attacks and general laises, and poy special losses, 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 dester to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windebtones under policies providing for payment by the insurance companies of moneys sufficient either to pay the cast of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in campanies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, in Trustee for the benefit of the holders of the note, such rights to be evidenced by the s

DELIVERY			(Address)	(Address)		
	INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER		M. Gallagher, Colonial Bank and Tru- (Name) 5850 West Belmont Avenue, Chicago,			
	CITY _		This instrument prepared by:			
	STREET					
	NAME		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE			

Trustee or holder of the notes is authorized to use such deposits for the purpose of paying in the order of the notes is authorized to use such deposits for the proposition and insurance processors of the proposition of the notes is authorized to use such deposits for the property of the proposition of the provision of the "Trust And Trustees" of the State of Illinois shall be applicable to this trust deed.

13. To provide for payment of taxes, assessments, and insurance prelition's first Party, its successors or assigns, shall deposit with the Trustee or holder of notes on each tably payment date an amount equal to ane-twellish of the annual taxes and a maments levied against said premises and one-twellish the ontoid premiums of all insurance, as remined by the most recent assertainable amount. As taxes and assessments by come due and payable and at insurance policies expire, or premiums thereon become due, the time of the notes is authorized to use such deposits for the purpose of paying it as or assessments, or renewing insurance policies or poying premiums thereon, and in event any deficit shall exist in the amount of such deposits. First Party, its successors or assessments, or renewing insurance policies or poying premiums thereon, and in event any deficit shall exist in the amount of such deposits. First Party, its successors or assessments, or renewing insurance policies or poying premiums thereon, and in event any deficit hereoned entry of the policy of the policies of paying and the obligations of First Party, its essents or assigns, herein or in the notes, in such manner or Trustee or the holder of the power or in the holder of the holder of the notes may at its appliants, without being required to do so apply any monies on deposit hereunder. In any of the obligations of First Party, its essents or assigns, herein or in the notes, in such manner or Trustee or the holder of the power of any default hereander or in

SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF

JA Clar THIS TRUST DEED is executed by the Cotonial Bank and Trust Company of Chicago, not personally but as Trustee as aforeir id in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nathing herein or in said note contained in. It be construed as creating any habitity on the said note or any interest that mit procure thereon, or any indebtedness occruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly united "Trustee and by every person now or hereafter calciming any right or security hereunder, and that is for as the First Party and its successors and said Colonial Bank and Trust C impair y of Chicago personally are concerned, the legal holder or holders of said note and the awner or owners of any indebtedness accruing hereunder shall look solely tothe fremit a hereby conveyed for the promote the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said note provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said the provided or by action to enforce the provided or the lem hereby crossed, in the manner herein and in said the provided or by action to t

		Colonial Bank and Trust Company of Chicago as Trustee, as aloresaid, and not personally.		
3482271	By Jak	Sligher (J Book	Asst. TRUST OFFICER
BANK AND TRUST COM Assettant Secretary of	APANY OF CHICAGO, an Illinois banking lacid Illinois banking corporation persona	ally known to me to be the se	a Noppy Public in and first Officer beth J. Both, me persons whose come of	re subscribed to the follopping instead
said banking corporat	riedged that sharp argued and delivered ton, as Trustee, for the deer old buildess a corporate seal of soid filmois banking a and voluntary act, and as the free and			
Given under my t	Be HA oo il e asu	N/3	issien Expires Nov. 8	Apr Sion
	MT	The insoff@hi No@ me	norted terms within Trust	Bood has been identified her built .

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE INDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR COLONIAL MAND TRUST CONTRAIN And The Control of th

Order