

719868

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THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED

THIS INDENTURE, Made August 7, 1987, 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 October 25, 1982 and known as trust number 56230 herein referred to as "First Party," and Chicago Title & 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 Sixty Thousand (\$60,000.00) & No Cents

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: Eight Thousand (\$8,000.00) & No Cents (\$60,000 Principal & \$20,000 for Ninety Days Interest included in said lump-sum payment) on the day of each thereafter, to and including the

day of November, 1987, with interest on the principal balance

from time to time unpaid at the rate of .1111 per cent per month payable as above

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 Paul B. Ankin, Attorney 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:

Parcel 1: The South 74 feet of Lot 40 in Division 4 in the South Shore Subdivision of the North Fractional Half of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The West 17 Feet of Lot 39 in Division 4 of South Shore Subdivision in Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PPI #: 21-30-115-011 40 035 w. 17' x 39'

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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 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, in-door 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 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 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

NOTE IDENTIFIED 8/7/87

20/03/01

NAME Paul Ankin SA 1508
STREET 177 W. WASHINGTON
CITY CHICAGO IL 60602

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

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

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holders of the note, such rights to be exercised by the holder of the note to be delivered to the holder of the note, including all...

- 1. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments...
2. At the option of the holder of the note and without notice to First Party its successors or assigns...
3. When the indebtedness hereby secured shall become due...
4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
5. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver...
6. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times...
7. Trustee has no duty to examine the title, location, existence, or condition of the premises...
8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence...
9. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles...

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid 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 nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon...

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, the day and year first above written.

American National Bank & Trust Company of Chicago as Trustee, as aforesaid, and not personally.

By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS, } SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above 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 acknowledged 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 purpose herein expressed therein set forth.

Notary Public, State of Illinois
My Commission Expires 6/27/88

[Signature of Notary Public]

AUG 7 1987 Date

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 719868
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature] ASST. SECRETARY