

UNOFFICIAL COPY

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Doc 3660644

STATE OF ILLINOIS }
COUNTY OF Cook }

I, the undersigned
Rudolph C. Schoppe
Vice-President, Trust Officer of the AMERICAN BANK OF CHICAGO, Chicago, Illinois, XXXXXXXXXXXXXXX
and Amelia T. Chiri, Operations Officer
of said bank, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such
Amelia T. Chiri, Operations Officer XXXXXXXXXXXXXXX
and
Operations Officer XXXXXXXXXXXXXXX
do hereby certify that they, 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 bank, for the uses and purposes therein set forth; and the said
Operations Officer, did also then and there acknowledge that
she, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank in said
instrument as
her own free and voluntary act and as the free and voluntary act
of said bank for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Jeanne F. Doherty
Notary Public, State of Illinois
My Commission Expires 5/31/91

720978

14th day of September, 1987
Jeanne F. Doherty
Notary Public.

County Clerk's Office

720973

TRUST DEED

UNOFFICIAL COPY

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CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made September 14 1987, between ^{Austin} ~~Chicago Title and Trust Company~~ ^{Bank of Chicago} an Illinois corporation, 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 4, 1987 and known as Trust Number 6362, here in referred to as "First Party," and Chicago Title & Trust Company

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 Fifty Thousand and no/100 (\$50,000.00) Dollars,

made payable to THE ORDER OF 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 September 14, 1987 on the balance of principal remaining from time to time unpaid at the rate of eleven (11) per cent per annum in instalments ~~(including principal and interest)~~ ^{of interest only} as follows:

Four Hundred and Fifty-Eight and 34/100 (\$458.34) Dollars or more on the 14th day of October 19 87 and Four Hundred and Fifty-Eight and 34/100 (\$458.34) Dollars or more on the 14th 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 14th day of September, 1988. 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 shall be paid when the due date occurs at the rate of 0000000000 per cent per annum~~; and all of said principal and interest being made payable at such banking house or trust company in Rosemont 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 Mieczslaw Drozd 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 (so 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:

Lot 14 in Foster River Road Industrial Subdivision Unit 1 of part of Lot 5 in Henry Hachmeister's subdivision of parts of Section 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian according to the Plat of said Foster River Road Industrial Subdivision Unit 1 registered in the Office of the Register of Titles, Cook County, Illinois on September 25, 1964 document number 2173750.

P.I.N.: 12-10-103-006 5225 North Rose Street, Rosemont, Il.

This is a part purchase money second mortgage. The debt secured by this Trust Deed may be prepaid at any time without penalty.

which, with the property hereinafter described, as referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto or long, 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, inador beds, awnrs, gs, 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO: FIRST COLONIAL ESCROW SERVICES, INC. 30 No. Michigan Avenue - 3rd Floor Chicago, Illinois 60602 #1246 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5225 North Rose Street Rosemont, Illinois 60018 Prepared by: Alan Wolf 25 East Washington Chgo, Il. 60602 PLACE IN RECORDER'S OFFICE BOX NUMBER

1g/ale C-19040 Note FD

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