

TRUST DEED

3698242

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 18, 19 88, 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 24, 1986 and known as trust number 100385-03, herein referred to as "First Party," and

HARRIS BANK WINNETKA N.A. 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 (\$200,000.00)

Two hundred thousand and no/100----- Dollars, made payable to ~~HARRIS~~ HARRIS BANK WINNETKA N.A.

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: One thousand eight hundred seventy-four and 32/100----- DOLLARS

on the 18th day of April 19 88, and One thousand eight hundred seventy-four and 32/100----- DOLLARS

on the 18th day of each consecutive month thereafter, to and including the

18th day of February 1993, with a final payment of the balance due on the 18th

day of March 1989 with interest on the principal balance

from time to time unpaid at the rate of 10.25 per cent per annum payable

Eighteen; each of said instalments of principal bearing interest after maturity at the rate of ~~eighteen~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Winnetka,

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 HARRIS BANK WINNETKA N.A. 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 3: Lots 37 and 38 in Subdivision of Block 3 of Block 18 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 14-32-316-038-0000 FBO ALL

Property commonly known as 1326-38 W. Concord, Chicago, Illinois.

3698242

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 as a priority 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 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 mechanic's 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

71-56-494 J
NOTE IDENTIFIED
1/2/88 Follow legend on CFF 1758936 82

NAME HARRIS BANK WINNETKA N.A.
STREET 520 GREEN BAY ROAD
CITY WINNETKA, ILLINOIS 60093
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE
1326-38 W. Concord
Chicago, Illinois

PREPARED BY

