

UNOFFICIAL COPY

IN DUPLICATE 13488720

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Submitted by	Address	Address	Address	Address	Address
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GREAT DEED					
PART PURCHASE MONEY MORTGAGE TRUST DEED					
REGISTRATION					
THE ABOVE SPACE FOR RECORDERS USE ONLY					

THIS INDENTURE Made June 21, 1991, between Northwest Commerce Bank, a Chicago Banking 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 June 13, 1991 and known as trust number LT-91-034, 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 TWO-HUNDRED FORTY THOUSAND and no/100ths (\$240,000.00) 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 July 1, 1991 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 % per cent per annum in instalments as follows:

TWO-THOUSAND TWO-HUNDRED SIXTY-SIX and 10/100ths (\$2,266.10) Dollars on the 1st day of August 1991 and \$2,266.10

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 July 1996. 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 15 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, an in absence of such appointment, then at the office of BERNARD SCAVELLI, in said Municipality,

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 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:

THAT PART OF LOT "B", LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT "B" 68.52 FEET NORTHWESTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE SOUTHEASTERLY CORNER OF SAID LOT "B" TO A POINT IN THE MOST SOUTHERLY SOUTHWESTERLY LINE OF SAID LOT "B" 61.16 FEET NORTHWESTERLY (MEASURED ALONG SAID SOUTHWESTERLY LINE) OF THE MOST SOUTHERLY SOUTHWESTERLY CORNER OF SAID LOT "B" IN THE RESUBDIVISION OF PARTS OF LOTS 3, 4 AND 5 IN BLOCK 9 IN VOLK BROTHERS RIVER DRIVE ADDITION TO FRANKLIN PARK, IN ROBINSON'S RESERVE IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CLAUDE LA FRAMBOIS RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 30, 1953, AS DOCUMENT 1453869, IN COOK COUNTY, ILLINOIS

Perm. Index No. 12-22-402-056. Address of Property: 3440 N. River Rd. Franklin Park, Il.

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 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, linoleum, tiles, 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 note; (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 compliance 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

NOTE IDENTIFIED

D E L I V E R Y	NAME	Siva Martin
	STREET	5860 W. Higgins
	CITY	Chicago, Il. 60630
	OR	
INSTRUCTIONS		
RECORDER'S OFFICE BOX NUMBER		

FOR RECORDERS INDEX PURPOSES INSERT ETC.
ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
3440 N. River Road
Franklin Park, Illinois
This Instrument prepared by:
Siva Martin
(Name)
5860 W. Higgins
(Address) Il. 60630

UNOFFICIAL COPY

DEED IS FILED FOR RECORD

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN APPLICABLE TO THE TRUST

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, I M P O R T A N T

The Trust Deed mentioned in the within Trust Deed has been identified with the Identification No. 767413

My commission expires July 19 91

Notary Public

Notary Public State of Illinois

My Commission Expires 11/6/91

STATE OF ILLINOIS COUNTY OF COOK

DO HEREBY CERTIFY, that Kathleen J. Harts, A.V.P. and T.O. Debbie Wiatrowski

Northwest Commerce Bank, respectively, appeared before me as the parties to the Trust Deed and acknowledged the same to be their act and deed.

IN WITNESS WHEREOF, the Northwest Commerce Bank not personally but as Trustee as aforesaid has caused this Trust Deed to be hereunto affixed and attested by its

Trust Officer or Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its

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