

TRUST DEED

763358

4022220

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 23 19 91, between American National Bank and Trust Company of Chicago, a National Banking Association, 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 August 9, 1991 and known as trust number 114361-02, 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 amount of Two hundred two thousand seven hundred sixty one and 26/100 (\$202,761.26) Dollars

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 maturity

on the balance of principal remaining from time to time unpaid at the rate of four (4) per cent per annum in instalments as follows: One thousand seven hundred fifty eight and 84/100 (\$1,758.84)

Dollars on the 23rd day of October 19 91 and One thousand seven hundred fifty eight and 84/100 (\$1,758.84)

Dollars on the 23rd 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 23rd day of September 19 96.

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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in place 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 Spalter Finance Co., 8831-33 Gross Point Road, Skokie, Illinois 60076; 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 I: LOT 78 IN LOWRY'S SECOND ADDITION TO NORWOOD PARK, IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 7335 W. CLARENCE, CHICAGO, ILLINOIS 60631. P.I.N. 12-01-212-090-0000.

PARCEL II: LOT 23 IN BLOCK 11 IN MCINTOSH BROTHERS' IRVING PARK BOULEVARD ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 4107 N. MASON, CHICAGO, ILLINOIS 60639. P.I.N. 13-17-414-018-0000.

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, 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, door coverings, ladder 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 note; (4) comply 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 ordinance 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 lien is attached 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 of the insurance proceeds of moneys sufficient other 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

NOT IDENTIFIED C 7 2873

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DELIVERY INSTRUCTIONS
NAME THIS INSTRUMENT PREPARED BY:
STREET ROBERT D. GORDON
CITY 205 W. RANDOLPH - SUITE 2201
OR CHICAGO, ILLINOIS 60606
236-0688
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INVEST STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1. 7335 W. Clarence, Chgo., Il. 60631
2. 4107 N. Mason, Chgo., Il. 60639

UNOFFICIAL COPY

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

- 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...
3. When the indebtedness hereby secured shall become due...
4. Upon, or at any time, after the filing of a bill to foreclose this trust deed...
5. Trustee has no duty to examine the title, location, existence, or condition of the premises...
6. Trustee shall release this trust deed and the lien thereof by proper instrument...
7. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles...
8. Subject to a written waiver by Spalter Finance Co., the undersigned shall deposit with Spalter Finance Co. in escrow...

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid...

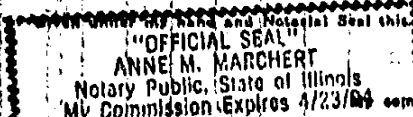
IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary...



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

STATE OF ILLINOIS
COUNTY OF COOK

I, DO HEREBY CERTIFY, that NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed...



OCT 25 1991

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 Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 768358
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature] Trustee

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1526327
IN DUPLICATE

4022220

1001 BEB 29 02 08 52
CAROL
KERR
1001 BEB 29 02 08 52

4022220

Considered by _____
Approved _____
Delivered certifi. to _____
Address _____
Deliver duplicate Trust _____
Deed to _____
Address _____
Notified _____

F.A.T.I.C.I.F.E.I.N.S.
First American Title Insurance
Company of the Mid-West
100 North La Salle Street Suite 400
Chicago, Illinois 60602 312.6780