UNOFFICIAL COPY

TRUST DEED

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THIS INDENTURE, made this 3rd day of April, 1978 between AMERICAN NATIONAL PARK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personal ed and delivered to said Company in pursuance of a Trust Agreement dated september 18, 1973 and known as Trust Number 77165, hereinafter referred to as "First Party", and REPUBLIC REALTY MORTGAGE CORPORATION, a Delaware corporation is remainafter referred to as "Trustee";

WITHDSSPIE THAT, WHEREAS. FALCON DEVELOPMENT COMPANY, INC., an Illinois CONTRATION, has concurrently herewith executed a Note bearing even date herewith in the principal sum of SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$725,000.00), made payable to Trustee and delivered, in and by which said Note the Waker thereof agreed to pay to Trustee on account of principal and accrued interest due and dwing on the indebtedness evidenced thereby the sum of FORMY-FIVE THOUSAND NIRE HUNDRED SEVENTY-FIVE DOLLARS (\$45,975.00) on the closing of ath sale of a 'Sale Dwelling Unit' (as such term is defined and more fully set forth in a certain Agreement dated June 1, 1977 between CONNECTICUT MITHAL HIFE INSURANCE COMPANY and FALCON DEVELOPMENT COMPANY, INC., as amended by Agreement of even date herewith between CONNECTICUT MUTUAL LIFE INSURANCE COMPANY and FALCON DEVELOPMENT COMPANY, INC.) constructed on the real estate logically described herein; all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois as Trustee may, from like to time in writing appoint, and in the absence of such appointment, then at the Office of Trustee in said City.

NOW, THEREFORE, First Party, to secure the payment of the said principal

NOW, THEREFORE, First Party, to secure the payment of the said principal sum of money and said inter st in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto Trustee, its successors and assigns, the following-described real estate situate, lying and being in the County of look and State of Illinois, to-wit:

SEE RIDER APTACHED AD MADE A PART HEREOF

That part of Lot 1 of "Chelsea Cons", a subdivision, being a part of Lots 5, 5 and 7 taken as a tract, in Cont's Division of Buffalo Creek Farm, being a subdivision of part of Sections 2, 3, 4, 9 and 10, Township 42 North, Range 11 East of the Third Principal Meridian in the Village of Wheeling, Cook County, Illinois, and more particularly described as follows: described as follows:

Commencing at the Southeast corner of Lot 1 in said "Chelsea Cove"; thence along the east line of said Lot 1 due rorth a distance of 444.33 feet to the point of beginning; thence due west 175.00 feet to a point; thence north 80°04'49" west 190.00 feet to a point in the southeast right-of-way line of Denoyer Trail as per plat ther of ledicated on January 31, 1973, as Document No. 22205369; thence loring sterly along aforesaid southeast right-of-way line on a curve to the 1.5t having a radius of 495.00 feet a distance of 263.58 feet to a point of tangency; thence continuing along aforesaid southeast right-of-way line tangent to the last described curve, north 20°35'20" west 17.73 feet to a point; thence south 81°22'26" east 220.00 feet to a point; thence dee east 165.00 feet to a point in the east line of said Lot 1; thence along aforesaid east line, south 18°47'21" east 31.34 to a point; thence continuing along said Lot 1 due south 246.00 feet to the point of beginning.

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which, with the property hereinaths described, is returned to herein as the "preminer,"

TOCHIERE with all improvements treatments, encourants, fixtures, and approximances thereto (b) tribes, and all results and on a partly with and
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which as lader, from doors and windows, floor coverings, limiter beats, and water bester 1.10 of the foregoing are declared to be a part
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premises by First Party or to a numerous or saints shall be accommended as examining part of the real exists.

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D THIS INSTRUMENT WAS PREPARED BY:

E STEPHEN A. MALATO

TO Chicago, Illinois 60602

V Chicago, Illinois 60602

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Y DESERVEDANS

CE BOX 972

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2. The Primes or the hitlest of the note hereby secured making any payment hereby sufficient relating to those or successments, may do so secondted to any bill, automate or entance presented from the approximate punkle effect which tingury into the securacy of such bill, statement or estimate to the prime of the prime of the property and the property of the property of the prime of the p

2. At the cruism of the business of the personnel more and without notion to Fore Party, its moreovers or savigns, all unpaid indebtedness secured is compared to the contrary, became due and purpose of the personnel more or make the transmission of the personnel of the personnel contrary, became due and purpose when the failure of the personnel of the failure of Forst Party or its successors of the personnel of the personnel

4. When the indebtedmen hereby senumed shall become for whether by accolumning to character, builders of the noise or Trustee shall have the district in the tenter of the hereof. He are shall be altered and enhanced as soliditural indebtedmens in the describe the character of the state of t

minute effect the preminer or the accountly between whether or had become an expended in the following grider of minutely. First, on account of all cost.

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7. Transfer or the beliefers of the note shall have the right to import the president at all renormable times and amount thereto shall be permitted to be proposed.

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It is not shall prices his trum deef and the him thereof by support in manual trum promotions of uniformary evidence that all indebtedness in the requirement of the

10. Trained in the property of the property of the common of the Personal of Resistant of Thice in which this instrument shall have been received in the most of the property of the property

III First Part hereby waives any and all rights of redesption from sale under any Order or Decree of Forecles and the lian of this Trust Deed on behalf of First Party, the trust estate and all persons to redicially interested therein and each and every person, esquate decree or judgment creditions of First Party in its representative capacity and of the trust estate, acquiring any like set in or title to the previous conveyed hereby subsequent to the date hereof. First has further represents that it has been and is authorized and exponented by the trust instructions and by all persons having a power of direction over it as such trustees to execute the integring waiver.

12. Note it is the state of the contents, conditions and agreements of this Trust Deed it is hereby agreed that the Trust as may release the lien of this Trust Deed as to a part of the real estate described herein. The at affecting the validity or priority of said lien as to the remainder of said real Points.

TITLE TOTALL DIRECT IN THE American National State and Trust C warry of Colorers, and preventilly but as Trustee as aforested in the externise point in power and authority continered more and vertical in at 25 min Trustee into said American American State and Trust Company of Chicago hereby warrants of that it is a continuous to the said for the said state contained a continuous and the said trust company of Chicago personally to pay the said trust or any interest that may some terms on any interest that may some through the said trust on the personal of the said trust of the said trust, in the manner of the said trust of the said tru

IN WITHOUTH WINDOOP, American Maximal Benk and Trent Company of Chinago and protect by "... is Truste as affirmed that present to be signed by one of an Van-Presidents or Associated Senders and his corporate send to be be onto difficient and extension by the Associated Senders and press form blove written.



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BT CU 21 VICE PRESIDENT ASSISTANT SECRETARY

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Green under my band and Notary seal.

IMPORTANT

The Installment Note mentioned in the widow Frank Bakel him been iden

FOR THE FRANKETION OF BOTH THE BORNOUS AND LEGGE.
THE NOTE SECURED BY THIS TRUST BAND SECURE IN DEPOSIT.
FIED BY THE TRUSTER NAMED REPORT REPORT THE TRUST DEED

Trustee

END OF RECORDED DOCUMENT