

TRUST DEED

24 535 222

Form 344 Rev. 1-83

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 3rd day of April, 1978 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 September 18, 1973 and known as Trust Number 77166, hereinafter referred to as "First Party", and REPUBLIC REALTY MORTGAGE CORPORATION, a Delaware corporation, hereinafter referred to as "Trustee";

WITNESSETH THAT, WHEREAS, FALCON DEVELOPMENT COMPANY, INC., an Illinois corporation, has concurrently herewith executed a Note bearing even date herewith in the principal sum of SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$735,000.00), made payable to Trustee and delivered, in and by which said Note the Maker thereof agreed to pay to Trustee on account of principal and accrued interest due and owing on the indebtedness evidenced thereby the sum of FORTY-FIVE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$45,975.00) on the closing of each 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 MUTUAL LIFE 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 legally 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 time 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 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 (\$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 Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

That part of Lot 1 of "Chelsea Cove", a subdivision, being a part of Lots 5, 6 and 7 taken as a tract, in Owner'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:

Commencing at the Southeast corner of Lot 1 in said "Chelsea Cove"; thence along the east line of said Lot 1 due north 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 thereof dedicated on January 31, 1973, as Document No. 22205369; thence northerly along aforesaid southeast right-of-way line on a curve to the left 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 due 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 feet to a point; thence continuing along said Lot 1 due south 246.00 feet to the point of beginning.

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Property of Cook County Clerk

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard F. Olson
Recorder for Cook

JUL 14 '78 10 35 AM

#24535222

which, with the property hereinafter described, is referred to herein as the "premises."

TO HAVE AND TO HOLD the premises unto the said Grantee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter stated.

IN WITNESS WHEREOF AND AGREED HEAT:
I, the undersigned, Recorder for Cook County, Illinois, do hereby certify that the foregoing instrument was duly filed for record in the office of the Recorder for Cook County, Illinois, on the 14th day of July, 1978, at 10:35 AM, and that the same is a true and correct copy of the original instrument as the same appears from the records of the Recorder for Cook County, Illinois.

NAME THIS INSTRUMENT WAS PREPARED BY:
DELIVERY STEPHEN A. MELATO
77 W. Washington Street
CITY Chicago, Illinois 60602
OR BOX 972

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
RECORDED PROPERTY HERE

11.00

24 535 222

1. The Trustee or the holders of the note hereby agreed making any payment hereby authorized relating to taxes or assessments, may do so according to the terms of the note and without liability to the Trustee or the holders of the note...

2. The Trustee or the holders of the note hereby agreed making any payment hereby authorized relating to taxes or assessments, may do so according to the terms of the note and without liability to the Trustee or the holders of the note...

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7. The Trustee or the holders of the note hereby agreed making any payment hereby authorized relating to taxes or assessments, may do so according to the terms of the note and without liability to the Trustee or the holders of the note...

8. First Party hereby waives any and all rights of redemption from sale under any Order or Decree of Foreclosure of the lien of this Trust Deed on behalf of First Party, the trust estate and all persons beneficially interested therein and each and every person, except decree or judgment creditors of First Party in its representative capacity and of the trust estate, appearing in or title to the premises conveyed hereby subsequent to the date hereof.

9. Notwithstanding any of the covenants, conditions and agreements of this Trust Deed it is hereby agreed that the Trustee may release the lien of this Trust Deed as to a part of the real estate described herein without affecting the validity or priority of said lien as to the remainder of said real estate.

10. WHEREAS THE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, INC. is a corporation organized under the laws of the State of Illinois and is a member of the Federal Reserve System...

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

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named National Bank and Trust Company of Chicago, Inc. is a corporation organized under the laws of the State of Illinois...

Given under my hand and Notary seal. Olga Y. Mann

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 instrument here mentioned in the within Trust Deed has been identified herewith under Identification No.
Trustee

24-535-222