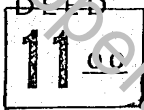


# UNOFFICIAL COPY

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FEB 15

TRUST DEED



24 327 894

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 17th day of January, 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, herein-after 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 EIGHT HUNDRED SIXTY-TWO THOUSAND DOLLARS (\$862,000.00), 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-SEVEN THOUSAND DOLLARS (\$47,000.00) 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.) 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 situated, lying and being in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

## R I D E R

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:

Beginning at the southeast corner of Lot 1 in said "Chelsea Cove;" thence along the south line of said Lot 1; due west 180.00 feet to an angle point in said south line; thence north 12°28'21" east 67.05 feet to a point; thence north 13°45'41" east 127.94 feet to a point; thence north 73°44'23" west 250.00 feet; thence north 14°59'42" east 57.97 feet; thence north 61°50'29" west 27.56 feet to 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 along aforesaid southeast right-of-way line, northeasterly on a curve to the left having a radius of 495.00 feet a distance of 157.57 feet to a point; thence radial to the last described curve, south 80°04'49" east 190.00 feet to a point; thence due east 175.00 feet to a point in the east line of Lot 1 in said "Chelsea Cove;" thence along aforesaid east line, due south 44.33 feet to the point of beginning.

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Property of Cook County Clerk's Office

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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, 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, awes 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 hereunder 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 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

D E L I V E R Y	NAME	THIS INSTRUMENT WAS PREPARED BY:
	STREET	STEPHEN A. MALATO, ESQ. 77 W. Washington Street Chicago, Illinois 60602
I N S T R U C T I O N S	CITY	DELIVER TO:
	INSTRUCTIONS	REPUBLIC REALTY MORTGAGE CORPORATION 111 West Washington Street Chicago, Illinois 60602

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

24  
227  
894

14-3275

RECORDER'S OFFICE BOX NUMBER  
**BOX 972**

24 327 894

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 holders of the note, and in case of insurance subject to excess, to deliver renewal policies not less than ten days prior to the expiration dates of expiration of the Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder...

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

3. At the option of the holders of the note and without notice to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, First Party, its successors or assigns, shall be allowed and included as additional indebtedness in the decree for sale and all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, title and similar data and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, title and similar data and expenses...

5. The proceeds of an foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all amounts due and payable on the note, with interest thereon as herein provided, including all additions to such amounts as are mentioned in the preceding paragraph hereof; second, on account of all amounts due and payable on the note, with interest thereon as herein provided, including all additions to such amounts as are mentioned in the preceding paragraph hereof; third, all principal and interest remaining unpaid on the note or surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time before or after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made for or against, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect all rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except as usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any device or device preceding this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly directed by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its clerks or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the request of any person who shall represent to Trustee that all indebtedness hereby secured has been paid, which release is requested of a successor trustee, such successor trustee may accept as true without inquiry, there a release is requested of a prior trustee hereunder or which representation Trustee herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never been released, a certificate on any instrument identifying some as the note described herein conforming in substance with the description herein contained may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to accept office, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for acts performed hereunder.

11. 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, acquiring any interest in or title to the premises conveyed hereby subsequent to the date hereof. First Party further represents that it has been and is authorized and empowered by the trust instruments and by all persons having a power of direction over it as such trustee to execute the foregoing waiver.

12. 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly authorized and agreed that nothing herein or in said note contained shall be construed to limit the liability on the said First Party or an said American National Bank and Trust Company of Chicago personally to any and all such liability, if any, which may be or become due and payable on the said note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never been released, a certificate on any instrument identifying some as the note described herein conforming in substance with the description herein contained may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

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, the day and year first above written.

American National Bank and Trust Company of Chicago

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



STATE OF ILLINOIS }
COUNTY OF COOK }
DO HEREBY CERTIFY that Olga Y. Manaralis is a Notary Public in and for said County, in the State aforesaid.
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN, Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

FEB 15 1918

Given under my hand and Notarial Seal this day of Feb 15 1918
My commission expires 11/1/25

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 Note mentioned in the within Trust Deed has been identified herewith under Identification No.

BOX 972