## **UNOFFICIAL COPY**

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TRUST DEFT

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made this 17th day of January, 1978 between AMERICAN CONTROL BANK AND TRUST COMPANT OF CHICAGO, a National Banking Association, not personally but as Trusted under the provisions of a Deed or Deeds in Trust duly recorded and deliver d 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 DIVILOPMENT COMPANY, INC., an Illinois corporation, has concurrently herewith executed a Note bearing even date herewith in the principal sum of EIGHT nu PRED 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.^0) 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, T.C.) 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 ack wiledged, does by these presents grant, remise, release, alien and convey unto Trutee, its successors and assigns, the following-described real estate situat lying and being in the County of Cook and State of Illinois, to-wit:

## SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

## $\underline{R}$ $\underline{I}$ $\underline{D}$ $\underline{E}$ $\underline{R}$

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, 1, 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; thence north 12°28'21" east 67.05 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" vest 250.00 feet; thence north 14°59'42" east 57.97 feet; thence north 61°50'29" west 27.56 feet to apoint 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 195.00 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 444.33 feet to the point of beginning.

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## **UNOFFICIAL COPY**

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\*243278

|              | NAME THIS INSTRUMENT WAS PREPARED                     | BY:   | FOR RECORDERS INDEX PURPOSES                              |
|--------------|---|-------|---|
| $\mathbf{D}$ | STEPHEN A. MALATO, ESQ.                               | S 1   | INSERT STREET ADDRESS OF ABOVE<br>DESCRIBED PROPERTY HERE |
| $\mathbf{E}$ | STREET 77 W. Washington Street                        |       | DESCRIBED PROPERTY HERE                                   |
| L            | Chicago, Illinois 60602                               | 1.0   | [1] 얼마 [1] 사용하는 경우 이 사람들은 사람들은 이 모든 사람들까                  |
| Ţ.           | CITY  | 100   |   |
| v            | DELIVER TO:   |       |   |
| E            | REPUBLIC REALTY MORTGAGE CORPO                        | TARC  | ION -   |
| K            | lll West Washington Street<br>Chicago, Illino's 60602 | - / ( | [마루막스 - 마루크 라마스 - 마루마스 - 프로그램 <b>(1) 구</b>                |
| Y            | INSTRUCTIONS 111111015 00002                          |       |   |
| _            | RECORDER'S OFFICE BOX NUMBER                          | 100   |   |
| 5 .          | DOV 070   | . 1   |   |

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| oblers of the notes such richts to be evidenced by the standard mericage classically tensional policies, to holders of the note, and in case of incorance all controlled dates of expiration; then Trustee on the holders of the formal policies, to holders of the note of th       | ture to be attached to each policy; and to deliver an policie. In the boat to expire, to deliver removal policies and less than ten dust prior to the but need not make my dayment or perform any act hereinbefore set forth but need not make my dayment or perform any act hereinbefore set forth but need not make my dayment or perform any act hereinbefore set forth   |
| spective dates of expiration; then it was and may, but need not, make full a nay form and manner domest expedient, and may fax hen or other prior lien at purchase, dasharge, compromise or settle any tax hen or other prior lien any of  | or title or claim thereof, or redeem from any tax sale or forfeiture affecting title or claim thereof, or redeem from any tax sale or forfeiture affecting the form and all expenses paid or incurred in continuous the hadden of the note to protect the mortisized premises and  |
| ag said premises or contest any old of fees, and any other moneys advanced ection therewith, including atterneys fees, and any other moneys advanced he lies hereof, plus reasonable compensation to Trustee for each matter concern the lies hereof, plus reasonable compensation to Trustee for each matter concerns.  | aing which action herein authorized may be taken, shall be so much addi-<br>naing which action herein authorized may be taken, shall be so much addi-<br>rable without notice and with interest thereon at the rate of seven per cent  |
| ond indebtodness scenced hereby and shall become or annum. Innethon of Trustee or bolders of the note shall never be conside revisions of this personnel.  2. The Trustee or modelers of the note hereby secured making any pay 2. The Trustee or modelers of the note hereby secured making any pay 2. The Trustee or modelers of the note hereby secured making any pay 7 into the validity of any tax, saucesament, sale, forfeiture, in the payment of the holders of the note and within the or Pirat 10  3. At the outlan of the holders of the note and within the payment of making independent of part of the payment of making payment of making independent of payment of making the payment of making independent of payment of making the payment of making payment of making payment of making holders of payment of making holders of payment of the payment of making payment of the payment of making payment of the paym       | ment hereby authorized relating to taxes or assessments, may do so accord-   |
| 2. The Trustee or the holders of the note hereby secured making a partial results of the any bill, statement or estimate procured from the appropriate public or any bill, statement are estimate procured from the allege of any tax, assessment, sale, forfeiture, tax lien or title or  | claim thereof.   |
| a. At the outlin of the holders of the note and without notice to First P  | contrary, become due and payable (a) immediately in the case of default contrary, become due and payable (a) immediately in the case of default (b) in the event of the failure of First Party or its successors or sedicus to be exercised at any   |
| n making payment of any instalment of paragraph one hereof and such o any of the things specifically art forth in paragraph one hereof and such of the expiration of said three day period.  | default shall continue for intre-days, shall shall have the  |
| 4. When the indebtedness hereby secured shall become due weether hereof, in any and to foreclose the lien hereof, in any and to foreclose the lien hereof, then here in the beautiful to foreclose the lien hereof, in any and to foreclose the lien hereof, the same which may be paid or incurred by or on   | er shall be allowed and included as additional indebtedarias in the decree in behalf of Trustee's fees, trustee's fees, behalf of Trustee's and contact (which may be estimated as to items  |
| a. At the ordinary anything in the nate or in this trust deed to the analysis of the property        | tle, title searches and examinations, guarantee policies, Torrens certificates, the title searches are such suit. I the note may deem to be reasonably necessary either to prosecute such suit. I the note may deem to be reasonably necessary either to proceed a suit.   |
| nd similar data and castrances with may be had pursuant to such deer to evidence to bidd's at any sale which may be had pursuant to such deer to evidence to bidd's at any sale which may be paragraph mentioned shall be conditured and expenses of the nature in this paragraph per cent per annum.  | one so much additional indebtedness secured hereby and immediately due<br>come so much additional indebtedness secured hereby and immediately due<br>when paid or incurred by Trustee or holders of the note in connection with<br>when paid or incurred by Trustee or holders of the note in connection with  |
| nd payable, with a crest thereon at the title proceedings, to which a) any proceeding, sed ding probate and bankruptcy proceedings, to which a) any proceeding to did proposed or for this trust deed or any indebtedness hereby secured; or to  | n either of them shall be a party, close to the foreclosure hereof after arations for the commencement of any suit for the foreclosure hereof after araticles for the defense of any threatened suit or proceeding which   |
| cerual of such right to eclose whether or not actually commaight affect the premise or the security hereof, whether or not actually commisch affect the premises shall be distributed as the premises shall be distributed as the premises shall be distributed.   | enced.  ted and applied in the following order of priority: First, on account of all the preceding paragraph hereof; second, all   |
| osts and expenses incider, to the foreclasure praceedings, including all such that and expenses incider, to the foreclasure praceedings, including all such that items which under he import pranting unpaid on the note; four   | dilitional to that evidenced by the note, with interest thereon as herein orga-<br>th, any overplus to First Purty, its legal representatives or assigns, as their   |
| ther itoma which under he 'rms hereof constitute in the index inde       | eed, the court in which such bill is filed may appoint a receiver of said prem-  |
| sea. Such appointment may e and ther before of inter sale, where sea such appointment may e are as if any, liable for the payment of such receiver, of the person or are us, if any, liable for the payment of such receiver, better the same s at b then occupied as a homestead or no  | f the indehtedness secured hereby, and without regard such receiver. Such re- ot and the Trustee hereunder may be appointed as such receiver. Such re- during the pendency of such foreclosure suit and, in case of a sale and a   |
| effectioner, during the full statutory rio f retemption, whether there be efficiency, during the full statutory rio f retemption, whether there be   | redemption or not, as well as during any further times when other powers d be entitled to collect such rents, issues and profits, and other powers to be entitled to collect such rents, issues and profits, and other powers during the whole   |
| is successors or assume the usual in such cases for the protection, possible which may be necessary or are usual in such cases for the protection, possible which may be necessary or are usual in such cases for the processing this trust deed, or   | any tax, special assessment or other lieu which may be or become superior  |
| o the lien hereof or of such decree, provided rich pplication is made prior to the lien hereof or of such decree, provided rich pplication is made prior to the lien hereof or the holders of the note the nave the right to inspect the   | o foreclosure sale: (2) the deficiency in case of a sale and deathcarped premises at all reasonable times and access thereto shall be permitted for premises at all reasonable. Trustee he ablicated to record this trust deed   |
| hat purpose.   | ion of the premises, nor shall Trustee be congated to the premises, nor shall trustee be congated because, except in case of   |
| ny power herein given.   | Trustee, and it may require indemnities antisfactory to it before executions an account of the property of the |
| 9. Trustee shall release this trust deed and the left of the carred by this trust deed has been fully paid; and Trustee me execute a coured by this trust deed has been fully paid; and Trustee me execute a coured by this trust feet muturity thereof, produce and exhibit to trus the mean release.   | nd deliver a release hereof to and at the release has been paid, which note representing that all indebtedness hereby secured has been paid, which to be requested of a successor trustee, such successor trustee may accept as  |
| representation. Trustee may accept as true without inquiry, representation one herein described any note which bears a c tificate of ideal he genuine note herein described herein contained of the note an  | tification purporting to be executed by a prior tracer and where the d which purports to be executed on behalf of First Party; and where the discrete on any instrument identifying same as the note described herein, it  |
| clease is requested of the original trustee and it has never concerned accepts as the genuine note herein described any note which a specific purpose of the executed on behalf of Fir. Par y.   | presented and which conforms in substance with the description herein con-   |
| ained of the note and which by instrument in writing filed in the effic of to 10. Trustee may resign by instrument in writing filed in the effic of the resignation, inability or refusal to ac. of the resignation, inability or Trust because sha  | the Recorder of Registrar of Deeds of the county in which the premises are tee, the then Recorder of Deeds of the county in which the premises are the the filentical title, powers and authority as are herein given Trustee.   |
| situated shall be Successor in Trust. Any Succession for and any Trustee or successor shall be entitled to reasonable compensation for   | a' acts performed hereunder.   |
| The First Party Hereby Warves day  | . Party the trust  |
| r Decree of Foreclosure of the lien of this 's<br>state and all persons beneficially interested<br>the persons beneficially interested in the person of First Party in   | the ein and each and every person, except  |
| ecree or judgment creditors of its   | the conveyed hereby subsequent to  |
| state, acquiring any interest in or trees  | that it has been and is authorized and   |
|  |  |
| s such trustee to execute the foregoing waive  |  |
| 12. Notwithstanding any of the covenants, of the state agreed that the Trustee may release the described berein with   | so the lien of t'us Trust Deed as to a   |
| art of the real estate described necessition   | ise the flat of priority of  |
| art of the leaf estate doder of said real est  | out affecting the validity or priority of  |
|  | out affecting the validity or priority of  |
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| THIS TRUST DISED is executed by the American National Hook and Trust is proved and authority control ame and wester in its away for the provent and authority creating any liability on the said First Party or on a few party of the said mate or any interest that may account through the provided by the material of the provided provided by Trustee and by holders of said note and the owner or owners of my individual interest, by the enforcement of the lice hereby created, in manure hereby the provided provided by the enforcement of the lice hereby created, in manure hereby and the way of the said of the provided provided by the said of the provided provided provided by the said of the provided provide       | Culting the validity or priority of cate.  Company of Chicago, not personally it as a nate as aforesist in the exercise it is expressly understood and agree, that is thing of Chicago personally to pay in the expression of the exercise of implied berein every person mow or benefits elaborate product of the expression  |
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