

TRUST DEED

Prepared By:  
David Lee Janota  
1836 N. Broadway, Melrose Pk, IL

449-426  
RECORDED BY DEEDS  
COOK COUNTY ILLINOIS  
1979 OCT 31 PM 1 28 25219307  
9CT-31-79 693326 • 25219307 • A — Rec 11.00  
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 24, 1979, between Exchange National Bank 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 Bank in pursuance of a Trust Agreement dated October 23, 1979 and known as trust number 36076, herein referred to as "First Party," and Merchants and Manufacturers State Bank an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has currently herewith executed an instalment note bearing even date herewith in the Principal Sum of Twenty Eight Thousand Three Hundred and no/100 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 October 20, 1979 on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent per annum in instalments as follows:

Two Hundred Seventy Two and 28/100 (\$272.28) Dollars on the 1st day of December 1979 and Two Hundred Seventy Two and 28/100 (\$272.28) Dollars on the 1st 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 1st day of November, 2004 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 10.75% per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 Merchants and Manufacturers State Bank 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:

Unit No. 227 as delineated on the survey of the South 250 feet as measured along the West line thereof, of Lot 1 (except ch. West 66 feet thereof, as measured at right angles and excepting that part falling in the following described parcel: Beginning at a point on the East line of said Lot 1, 300 feet South of the Northeast corner thereof; thence South along said East line to the Southeast corner thereof; thence West along the South line of said Lot 1, 50 feet; thence North along a line parallel to the East line thereof, 171.39 feet; thence North Easterly 103.40 feet, more or less to the place of beginning) in Block 1 in Higgins Road Ranchettes being a subdivision of the West 1/2 of Section 3, Township 40 North, Range 1 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants For O'Hare Glenlake made by Parkway Bank and Trust Company, as Trustee Under Trust Agreement dated April 11, 1969, and known as Trust No. 1140 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23917664; together with an undivided 1.57151 per cent interest in said surveyed property (excepting from said property the property and space comprising all the units as defined and set forth in said Declaration and Survey) in Cook County, Illinois

Grantor also hereby grants to Grantees, their successors and assigns, as rights and easements appurtenant to the above described parcel of real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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# UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK

See legal description attached hereto and incorporated by reference.

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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 as 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, in-door 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 improvements now or hereafter on the premises which may become damaged or 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 note; (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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the 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 about

NAME Merchants and Manufacturers State  
STREET Bank  
1836 North Broadway  
CITY Melrose Park, Illinois 60160

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

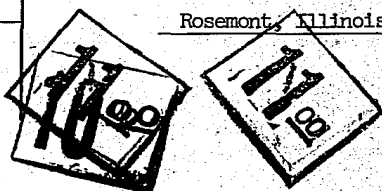
Unit 227, 9512 Glenlake  
Rosemont, Illinois

DELIVERY INSTRUCTIONS

OR

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RECORDER'S OFFICE BOX NUMBER



25219307

