### 684462 TRUST DEED

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CTTC 7 104-15-82 6 6 7 0 5 9 204 114 03 05 0 ONLY 13 5295

26411488 A - REC

13.20

THIS INDENTURE, made

19 82, between September 2

ROCER C. CLAAR, married to Patricia L. Claar

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, illin is, herein referred to as TRUSTEE, witnesseth:
THAT, Wile S. S the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said

legal holde or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTEEN THOUSAND AND NO/100 (\$15,000.00) -evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER or FIRS? SECURITY BANK OF CLENDALE HEIGHTS, ACCOUNT #1017813

and delivered, in and by winch said Note the Mortgagors promise to pay the said principal sum and interest from September 2, 198? on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) per cent per annum in instalments (including principal and interest) as follows:

- Dollars or more on 1st day of each month her after until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on he 1st day of October 1987. account of the indebtedness evidenced by said new he first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal o each instalment unless paid when due shall bear interest at the rate of Ten (10%) per annum, and all of said principal at a interest being made payable at such banking house or trust per annum, and all of said principal ar a increst being made payable at such banking house or trust

company in Chicago all principal and it in crest being made payable at such banking house or trust company in Chicago allinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then are the effice of FIRST SECURITY BANK OF CIENDALE KNEWS, HEIGHTS, 11.48 Main Street, Glendal: Heights, IL. 60137

NOW, THEREFORE, the Mortgagors to secure the payment of the said runcing laun of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the row ants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pair, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the foil we go described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Viller of Orland Park COUNTY OF Cook

AS LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MATA A PART HEREOF.

THE NOTE SECURED BY THIS TRUST DEED IS A SECOND LIEN ON THE PRANISES CONVEYED THEREBY AND IS SUBJECT TO THE LIEN OF ANOTHER TRUST DEED ON IF . AME PREMISES DATED /-2-b, RECORDED NOW 12 1982, AS DOCUMENT NUMBER 2040 994/0 FOR ALL ADVANCES MADE OR TO BE MADE ON THE NOTE SECURED BY THE I.ST NAMED TRUST DEED AND FOR ALL OTHER PURPOSES SPECIFIED THEREIN.

THIS INSTRUMENT PREPARED BY AND MAIL TO: WAYNE M. KWIAT, ATTORNEY AT LAW, 101 ROYCE ROAD, SUITE 14, BOLINGBROOK, ILLINOIS 60439.

which, with the property hereinafter described, is referred to herein as the "premist TOGETHER with all improvements, tenements, easements, fixtures, and apputhereof for so long and during all such times as Mortgagors may be entitled they estate and not secondarily) and all apparatus, equipment or articles now conditioning, water, light, power, refrigeration (whether single units or centrally of foregoing), screens, window shades, storm doors and windows, floor coverings foregoing are declared to be a part of said real estate whether physically state equipment or articles hereafter placed in the premises by the mortgagors of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successor trusts herein set forth, free from all rights and benefits under and by value of said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The coverants conditions we make thereto belonging, and all rents, issue and, ro'its to (which are pledged primarily and on a parity wit' sai' real horactic therein or thereon used to supply heat, as it indoor beds, awnings, stoves and water heaters. All c'the they come or not, and it is agreed that all similar apparatu, fuccessors or assigns shall be considered as constituting part c'

d rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

successors and assigns. WITNESS the hand and seal\_ \_ of Mortgagors the day and year first abd MAIL ROBERIC. CLAAR SI

U	[SEAL]
STATE OF ILLINOIS,	ı, Wayne M. Kwiat
County of	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROCER C. CLAAR, married to Patricia L. Claar
1	6 IS personally known to me to be the same person whose name _is subscribed to the
	regaing instrument, appeared before me this day in person and acknowledged tha
S Ugue	lundary act, for the uses and purposes therein set forth.
S. Co. Til	Given under my hand and Notarial Seal this 2nd day of September 1982.  Wayne m. Luat Notary Public
Notarial Seal	Notary Fublic

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment. R. 11/75

Page 1

# UNOFFICIAL COP

#### Page 2

### THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

A Mortgagers shall (a) promptly pengls, restore or rebuild any buildings or improvements now or hereafter on the premises which may obtained to the premises superior to the litera hereof, and upon request exhibit satisfactory evidence of the discharge of such prior literate or the premises superior to the litera hereof, and upon request exhibit satisfactory evidence of the discharge of such prior literate or to premises superior to the litera hereof, and upon request exhibit satisfactory evidence of the discharge of such prior literate or to premises; and the premises and the premises and the premises and the premises and the use thereof, of make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagers shall go by done any penalty attacks all general taxes, and shall pay special taxes, needed the use thereof, or material alternations in said premises except as required by law or municipal ordinance.

2. Mortgagers shall go by done any penalty attacks all general taxes, and shall pay special taxes, special taxes ments charges and the states of the states of the property of the states of the notes and the states of the sta

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lies whith may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiere, it case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not would not available to the party interposing same in an action at law upon the note hereby secured.

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

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the vandit of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to recor the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to recor the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to recor the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to recor the signatures or the identity, capacity or such secure of the capacity of the signatures of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require inder it as satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as the equivalent of the note and the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, repres

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

<u>684462</u> CHICAGO TITLE AND TRUST COMPANY,

MAIL TO:

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER

## INOFFICIAL CO

684462

### EXHIBIT "A"

Unit IA & G-1 in Treetop By Terrace Condominium No. 14 as delineated on a Plat of Survey of the following described real estate: Lot 13 in Treetop Subdivision No. 2 a Subdivision of part of the South West 1/4 of the North East 1/4 of Section 16, Township 36 Morth, Range 12, East of the Third Principal initian, in attacked as a condominum recorded together with its undivide. In the common elements. Mrci lian, in Cook County, Illinois; which Survey

END OF RECORDED DOCUMENT