

1982 DEC 17 AM 9 52
TRUST DEED

26442310

DEC-17-82 669028 26442310 -- REC 11.00
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made December 17, 1982 between, American National Bank and Trust Company of Chicago, a National Banking Corporation, 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 October 18, 1982 and known as trust number 56281 herein referred to as "First Party," and Northwest Commerce Bank, an Illinois Banking Corporation, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Six Hundred Fifty Thousand and no/100 (\$650,000) 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 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows: AS DESCRIBED IN THE NOTE SECURED HEREBY.

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 day of 19 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 *** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Rosemont Illinois, as the holders of the note may, from time to time, in writing appoint, an in absence of such appointment, then at the office of Northwest Commerce 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:

Lots 2 and 3 in Vorbrook Commercial Park, being Subdivision of part of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS TRUST DEED WAS PREPARED BY RONALD S. BAILIS, ATTORNEY AT LAW, 9575 West Higgins Road, Suite 203, Rosemont, IL 60018.

***AS DESCRIBED IN THE NOTE SECURED HEREBY.

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, radiator 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 building 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 liens; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises 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

NAME | Mail To: *John Doran*
STREET | PIONEER NATIONAL TITLE INSURANCE CO.
CITY | 69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
INSTRUCTIONS | OR
RECORDER'S OFFICE BOX NUMBER | 15

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

This Instrument prepared by:

(Name)

(Address)

171 177042 (RE)

26442310



UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED MADE THIS 17th DAY
OF December, 1982, SECURING A NOTE IN THE PRIN-
CIPAL SUM OF SIX HUNDRED FIFTY THOUSAND AND NO/100
DOLLARS (\$650,000).

14. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or the beneficial interest therein is assigned, sold or transferred by Articles of Agreement or deed or in any other manner, without prior written acknowledgement of the Trustee or Holder of the Note, payment by the First Party to be made without penalty.
15. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against First Party or guarantors hereof, a petition in bankruptcy or insolvency or for the reorganization of for the assignment for the benefit of creditors, unless within thirty (30) days after such occurrence the proceeding is dismissed.
16. Without the Holder of this Note's prior written consent thereto, neither the First Party nor the guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described herein.
17. The First Party hereby waives any all rights of statutory redemption to the above referenced premises upon a foreclosure of the Trust Deed.

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END OF RECORDED DOCUMENT