



TRUST DEED

THIS MORTGAGE IS A SECOND MORTGAGE 689162

5

CTTC 11

26 623 194 COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney R. Olson RECORDER OF DEEDS

1983 MAY 27 PM 3:03 THE ABOVE SPACE FOR RECORDER'S USE ONLY

26623194

THIS INDENTURE, made May 12, 1983, between Chicago Title and Trust Company, as Successor Trustee to Continental Illinois National Bank and Trust Company of Chicago, not individually but as Trustee under Trust Agreement dated July 6, 1979 and known as Trust No. 48-69044-0,

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, together:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Three Thousand Three Hundred Twenty and no/100 Dollars (\$103,320.00) evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF Marian M. Oehlerking

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from MAY 12, 1983 on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum on December 31, 1986. Mortgagor shall have the right to prepay the entire principal balance or any part thereof in multiples of \$1,845, plus accrued interest, at any time, without penalty or additional interest, provided, however, that in no event shall Seller receive less than \$2,050 for the release of a quadrominium unit, \$4,100 for the release of a duplex unit or \$8,200 for the release of a lot. Mortgagor shall be entitled to the release of one quadrominium unit for each \$2,050, one duplex unit for each \$4,100 and one lot for each \$8,200, plus accrued interest, so prepaid,

and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 Edward Smith Mraz, 111 East Irving Park Road, Roselle, Illinois, in said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Streamwood, COUNTY OF COOK AND STATE OF ILLINOIS.

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. See Legal Description Rider attached hereto and by this reference made a part hereof. THIS TRUST DEED IS SUBORDINATE TO THAT CERTAIN REAL ESTATE MORTGAGE BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 6, 1979, KNOWN AS TRUST NO. 48-69044-0 MORTGAGOR, AND CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, MORTGAGEE, DATED , 1982 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO.

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 Mortgagor 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, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagor 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. This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written,

Chicago Title and Trust Company, as Successor Trustee to Continental Illinois National Bank and Trust Company of Chicago, not individually but as Trustee under Trust Agreement dated July 6, 1979 and known as Trust No. 48-69044-0

CORPORATE SEAL

BY Kevin Christell Assistant Vice President ATTEST: Monica Sanders Assistant Secretary

STATE OF ILLINOIS, } ss. I, PATRICIA RUDMIN a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK } KEVIN CHRISTELL Assistant Vice President of the Chicago Title and Trust Company and MONICA SANDERS Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary, when and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of MAY 13 1983, 19

Notarial Seal

Patricia P. Rudmin NOTARY PUBLIC

1300

26 623 194

Property of Cook County Clerk's Office

200

300

26 623 194

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM 11 R10-71

689162

26 623 194

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens of claims for lease's damages or be destroyed; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to not expressly subordinated to the lien hereof; (d) complete within the term of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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

Identification No. 689162
By *[Signature]* Trustee
Assistant Secretary
Assistant Vice President

MAIL TO: Edward S. White, 111 Irving Park Road, Roseville, Illinois
PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 533

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

26 623 194

Property of Cook County

LEGAL DESCRIPTION RIDER

That part of the East 1/2 of the Northwest 1/4 of Section 24, Township 41 North, Range 9, East of the Third Principal Meridian described as follows:

Commencing at the Southwest Corner of said East 1/2; thence N. 0°-20'-00" E. along the West Line of said East 1/2. 200.00 feet more or less to the South Line of Sunset Circle as laid out in Woodland Heights Unit No. 4, being a Subdivision of parts of Sections 23 and 24, Township and Range aforesaid, thence Easterly and Northerly along the South Line of Sunset Circle and along the East Line of East Avenue, both as dedicated per Document No. 256 05490, the following described nine (9) courses or curves and distances: (1) thence S. 89°-40'-00" E. along said South Line extended easterly, a distance of 135.0 feet; (2) thence Southeasterly along a curve to the right, having a radius of 569.97 feet and being tangent to the last described course, a distance of 256.49 feet; (3) thence S. 63°-53'-00" E., tangent to the last described curve, a distance of 163.0 feet; (4) thence N. 26°-07'-00" E. at right angles to the last described course, a distance of 220.00 feet; (5) thence northeasterly, northerly and northwesterly along a curve to the left, having a radius of 853.90 feet and being tangent to the last described course, a distance of 655.24 feet; (6) thence N. 17°-51'-00" W., tangent to the last described curve, a distance of 249.96 feet to the Place of Beginning; (7) thence continuing N. 17°-51'-00" W., a distance of 396.00 feet; (8) thence Northwesterly and Northeasterly along a curve to the right, having a radius of 360.0 feet and being tangent to the last described course, a distance of 225.05 feet; (9) thence N. 17°-58'-00" E. tangent to the last described curve, a distance of 8.68 feet to the Southeasterly right of way line of a public street, as dedicated by Document Number 235 05481 and recorded in the Recorder's Office of Cook County on June 2, 1976; thence Northeasterly along said southeasterly right of way line, being along a curve to the right, having a radius of 360.0 feet, being tangent to the last described course, the chord thereof having a bearing of N. 21°-52'-28" E. and a length of 49.07 feet, an arc-distance of 49.11 feet to the most westerly corner of Lot 1 in Block 4 in Streamwood Green Unit One, being a subdivision of part of the East 1/2 of the Northwest 1/4 of said Section 24, according to Plat thereof recorded March 25, 1982, per Document

26 623 194

Number 261 83 039; thence in an easterly, southerly and northerly direction along the southerly and easterly boundary lines of said Streamwood Green Unit One, the following described seven (7) courses and distances: (1) thence S. 64°-13'-04" E., a distance of 109.00 feet; (2) thence S. 6°-37'-09" W., a distance of 74.00 feet; (3) thence S. 14°-52'-58" E., a distance of 166.01 feet, thence N. 87°-37'-13" E., a distance of 236.67 feet to the Southeast corner of Lot 5 in said Block 4; (5) thence N. 0°-29'-37" E., a distance of 122.73 feet; (6) thence N. 11°-49'-33" E., a distance of 60.09 feet, (7) thence N. 0°-29'-37" E., a distance of 123.35 feet to the Northeast corner of Lot 3 in Block 3 in said Streamwood Green Unit One, thence S. 89°-30'-23" E. at right angles to last described course, a distance of 357.33 feet; thence S. 49°-55'-38" E., a distance of 146.44 feet, more or less, to a point on the east line of the Northwest 1/4 of said Section 24, which point is 1734.74 feet N. 0°-29'-37" E. from the center of said Section 24; thence S. 0°-29'-37" W. along the East line of the Northwest 1/4 of said Section 24, a distance of 516.70 feet to a point which is 1218.04 feet N. 0°-29'-37" E. from the center of said Section 24, thence N. 89°-30'-23" W. at right angles to last described line, a distance of 512.04 feet; thence S. 72°-09'-00" W. a distance of 247.46 feet, more or less, to the Place of Beginning (except that part thereof described as follows: Beginning at the southeast corner of Lot 5 in Block 4 in Streamwood Green Unit One aforesaid, thence Northerly along the East Line of said Streamwood Green Unit One the following described three (3) courses and distances: (1) N. 0°-29'-37" E., a distance of 122.73 feet, (2) N. 11°-49'-33" E., a distance of 60.09 feet; (3) thence N. 0°-29'-37" E., a distance of 123.35 feet to the northeast corner of Lot 3 in Block 3 in said Streamwood Green Unit One; thence S. 89°-30'-23" E. at right angles to last described course a distance of 357.33 feet, thence S. 49°-55'-38" E., a distance of 146.44 feet, more or less, to a point on the East Line of the Northwest 1/4 of said Section 24, which point is 1734.74 feet N. 0°-29'-37" E. from the center of said Section 24; thence S. 0°-29'-37" W. along the East Line of the Northwest 1/4 of said Section 24, a distance of 516.70 feet to a point, which is 1218.04 feet N. 0°-29'-37" E. from the center of said Section 24; thence N. 89°-30'-23" W. at right angles to last described course, a distance of 310.00 feet, thence N. 0°-29'-37" E. at right angles to last described course, a distance of 305 feet, thence N. 89°-30'-23" W. a distance of 172.00 feet, more or less, to the Place of Beginning of the exception) all containing 4.5547 acres more or less, all in Cook County, Illinois. And that the Plat hereon drawn is a correct representation of said Survey and Subdivision. Dimensions are given in feet and decimal parts thereof and are corrected to a temperature of 62° Fahrenheit.

MAIL TO: WALTER CLEMENTS
 McBride + Baker
 3 First National Plaza
 Chicago, Ill 60602

689162

26 623 194

BOX 533