

TRUST DEED AND NOTE

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THIS INDENTURE WITNESSETH, that the undersigned as grantors of 340 Dover Lane, Des Plaines, County of Cook, and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to NATWAR A. PATEL, of 2039 D. Pine Street, Des Plaines, County of Cook, and State of Illinois, as trustee the following described Real Estate, with all improvements thereon, situated in the County Of Cook, in the State of Illinois, to wit:

PARCEL 1:

That part of Lot 4 in Zemon's Capitol Hill Subdivision Unit 9, being a Subdivision of part of the South West 1/4 of the Southeast 1/4 of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, and described as follows: Commencing at a point on the west line of said Lot 4, being 221.44 feet South of the North West corner of the said lot; thence North 38 degrees 20 minutes 34 second East a distance of 175.14 feet to the point of beginning, thence North 88 degrees 20 minutes 34 seconds East, a distance of 28 feet to a point on the East line of the said Lot 4, being 138.41 feet South of the North East corner of the said Lot 4, thence Southward along the East line of said Lot 4, South 1 degrees 39 minutes 26 seconds East, a distance of 69.00 feet thence South 88 degrees 20 minutes 34 seconds West, a distance of 86.00 feet, thence North 38 degrees 23 minutes 33 seconds East, a distance of 90.14 feet to the point of beginning.

PARCEL 2:

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Easements as set forth in the Declaration of Easements and Exhibit "1" thereto attached dated May 23, 1963 and recorded May 23, 1963 as Document 18804939 made by D.S.F. Building Corporation, a Corporation of Illinois, and also contained in Document 18571392 and in Document 18553110 for the benefit of Parcel 1 aforesaid for ingress and egress over and across: That part of Lot 4 described as follows: Beginning at the South East corner of Lot 4, thence Northward along the East line of the said Lot 4 North 1 degrees 39 minutes 26 seconds West, a distance of 10.00 feet thence South 88 degrees 20 minutes 34 Seconds West, a distance of 61.00 feet; thence North 1 degrees 39 minutes 26 seconds West, a distance of 63.00 feet; thence South 88 degrees 20 minutes 34 seconds West, a distance of 80.00 feet; thence South 88 degrees 20 minutes 34 seconds East, a distance of 63.00 feet; thence South 88 degrees 20 minutes 34 seconds West, a distance of 62.14 feet to a point on the West line of said Lot 4, thence Southward along the said West line South 1 degrees 39 minutes 26 seconds East, a distance of 10.00 feet to the south west corner of Lot 4; thence Eastward along the south line of Lot 4; thence North 88 degrees 20 minutes 34 seconds East, a distance of 203.14 feet to the point of beginning (except that part thereof falling in Parcel 1 aforesaid in Zemon's Capitol Hill Subdivision unit 9, aforesaid) in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Grantors AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized

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to attend to the same and pay the bills ~~therefor~~ ^{on which} shall, 7% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

In the event of default, maker shall pay holder all costs incurred in prosecuting an action hereunder, including but not limited to court costs and attorney's fees. As further security grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness or to any advancements made as aforesaid, and it shall not be duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest of advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: Four Thousand Seven Hundred Fifteen and 00/100 (\$4715.00) Dollars, ASHOKKUMAR PATEL and ARUNA A. PATEL, on demand, after April 30, 1986, for value received, we promise to pay to the order of NATWAR A. PATEL, the sum of Four Thousand Seven Hundred and 00/100 (\$4715.00) Dollars at the office of the legal holder of this instrument with interest at Fifteen (15%) Percent per annum after date hereof until paid.

Payment of the interest plus principal Loan in the amount of Five Hundred Eighty Two and 83/100 (\$582.83) Dollars per month, shall commence on the First day of August, with a like amount to be paid on the first day of each month until repayment of full principal and interest amount, \$5245.45 (\$4715.00 principal + \$530.46 interest). In the event ASHOKKUMAR PATEL and ARUNA A. PATEL are for any reason unable to make any monthly payment on the first day of the month, there will be 4% late fee charge will be added per each week for the balance due, also returned check service charge will be \$25.00 for each returned check.

In the event of the trustee's death, incapacity, or removal from said Cook County, or of his resignation, refusal or failure to act, then SARLA N. PATEL of said county, is hereby appointed to be the first successor in this trust; and if for any reason like cause first successor fails to refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the part entitled thereto on receiving his reasonable charges.

Witness our hands and sales this 6th day of August, 1985.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

Ashokkumar Patel (SEAL)

Aruna Patel (SEAL)

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Flavence McPhee, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ASHOKKUMAR PATEL and ARUNA A. PATEL, personally known to me to be the same persons whose names are subscribed to the forgoing instruments, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER my hand and notarial seal this 9 day of August, 1985.

Flavence McPhee
Notary Public

My commission Expires: _____

My Commission Expires Mar. 12, 1988