

# UNOFFICIAL COPY



TRUST DEED

85291909

85 291 909

Form TR-12 4/67

THE ABOVE SPACE FOR RECORDERS USE ONLY

77-1-206847 Deed 344

THIS INDENTURE, Made November 13 19 85, between MOUNT PROSPECT STATE BANK, an Illinois 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 10, 1985 and known as trust number 1607, herein referred to as "First Party," and Mount Prospect State Bank

14 00

an Illinois 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 Two Hundred Eighty Thousand 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 Date of Disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments as follows:

Two Thousand Five Hundred Sixty-two and no/100 - - - (\$2562.00) - - - - - Dollars on the 19th day of December 19 85 and Two Thousand Five Hundred Sixty-two and no/100 - - - (\$2562.00) - - - - - Dollars on the 19th 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 19th day of November 19 95 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 ~~10.5~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Mt. Prospect 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 Mt. Prospect 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:

See Addendum "A" and "B" attached.

THIS DOCUMENT WAS PREPARED BY DONALD ROBERTS, MT. PROSPECT STATE BANK 111 EAST BUSS, MT. PROSPECT, IL.

\*\* Interest to be at the rate of 12.5%.

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, inador 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 hereinafter 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 be destroyed, (2) keep and premises in good condition and repair, without waste, and free from mechanics' 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 notes, (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 ordinance 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

D	NAME	Mt. Prospect State Bank
E	STREET	111 East Busse Avenue
L		Mt. Prospect, Ill. 60056
I	CITY	(Donald G. Roberts)
V		
E		
R		
Y	INSTRUCTIONS	OR
	RECORDER'S OFFICE BOX NUMBER	15

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

1845 East Rand Road  
 Arlington Heights, Ill.

85 291 909

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

STATE OF ILLINOIS ) COUNTY OF COOK ) 55  
Evelyn H. Haas  
A Notary Public in and for said County, in the State of Illinois, do hereby certify, that

By: Peter J. Haas  
VICE PRESIDENT  
Attest: [Signature]  
ASSISTANT SECRETARY

Given under my hand and Notarial Seal this 15th day of November 1985  
Paul M. Greene  
President of the MOUNT PROSPECT STATE BANK, and

11. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.  
12. See Addendum "C" attached.

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ADDENDUM "A" 3 5 2 9 1 9 0 9

Units 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137 and 138; and Units, 225, 226, 227, 228 inclusive, in Rand/Olive Office and Financial Center Condominium as delineated on the Plat of Survey of the following described Parcels of real estate:

## PARCEL I:

Lot 1 in Block 4 in Arlington Countryside Unit 2, being a Subdivision of part of the South 1/2 of the Southwest 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois,

ALSO

## PARCEL II:

The North 230 feet of the East 433 feet of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, excepting the West 101.50 feet and also excepting the North 33 feet therefrom, in Cook County, Illinois, which Survey is attached as Exhibit A to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26,357,751, together with their undivided percentage interest in the common elements in Cook County, Illinois.

Permanent Tax Number:	03-21-302-028-1078	Volume:	232
Affects:	Unit 228		
Permanent Tax Number:	03-21-302-028-1077	Volume:	232
Affects:	Unit 227		
Permanent Tax Number:	03-21-302-028-1076	Volume:	232
Affects:	Unit 226		
Permanent Tax Number:	03-21-302-028-1075	Volume:	232
Affects:	Unit 225		
Permanent Tax Number:	03-21-302-028-1037	Volume:	232
Affects:	Unit 138		
Permanent Tax Number:	03-21-302-028-1036	Volume:	232
Affects:	Unit 137		
Permanent Tax Number:	03-21-302-028-1035	Volume:	232
Affects:	Unit 136		
Permanent Tax Number:	03-21-302-028-1034	Volume:	232
Affects:	Unit 135		
Permanent Tax Number:	03-21-302-028-1033	Volume:	232
Affects:	Unit 134		
Permanent Tax Number:	03-21-302-028-1032	Volume:	232
Affects:	Unit 133		

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## ADDENDUM "B"

Permanent Tax Number: 03-21-302-028-1031      Volume: 232  
Affects: Unit 132

Permanent Tax Number: 03-21-302-028-1030      Volume: 232  
Affects: Unit 131

Permanent Tax Number: 03-21-302-028-1029      Volume: 232  
Affects: Unit 130

Permanent Tax Number: 03-21-302-028-1028      Volume: 232  
Affects: Unit 129

Permanent Tax Number: 03-21-302-028-1027      Volume: 232  
Affects: Unit 128

Permanent Tax Number: 03-21-302-028-1026      Volume: 232  
Affects: Unit 127

Permanent Tax Number: 03-21-302-028-1025      Volume: 232  
Affects: Unit 126

Permanent Tax Number: 03-21-302-028-1024      Volume: 232  
Affects: Unit 125

Permanent Tax Number: 03-21-302-028-1023      Volume: 232  
Affects: Unit 124

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ADDENDUM "C"

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12. ~~Transfer of the Property; Assumption.~~ If all (or) any part of the property or an interest therein is sold or transferred by Borrower including a transfer by Articles of Agreement for Deed without Trustee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Trustee may, at Trustee's option, declare all the sums secured by this Trust Deed to be immediately due and payable.

If Lender exercises such option to accelerate under this Paragraph 11, Trustee shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Trustee may, without further notice or demand on Borrower, invoke any remedies permitted by the terms of this Trust Deed.

Property of Cook County Clerk's Office