

TRUST DEED

ILLINOIS

NOV 29 AM 11:25

85301129

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 15 1985, between Marquette National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 6, 1972 and known as trust number 5909, herein referred to as "First Party," and

First State Bank & Trust Company of Franklin Park an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of Eighty Two 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 as follows:

on the balance of principal remaining from time to time unpaid at the rate of 12.25% per annum prior to maturity at the office of mortgagee in Franklin Park, Illinois in 60 successive monthly installments commencing January 1, 1986 and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$878.84 and said last installment to be the entire unpaid balance of said sum together with interest on the principal of each installment after the original maturity date thereof at 14% per annum; together with all costs of collection, including reasonable attorneys fees, upon default,

with interest on the principal balance

from time to time unpaid at the rate of xx% per annum

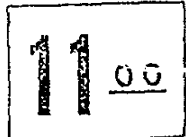
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of the maximum lawful rate, and all of said principal and interest being made payable at such banking house or trust company in Franklin Park, Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of

First State Bank & Trust Company of Franklin Park

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:

Lot 10 (except the North 10 feet thereof) and all of Lots 11 and 12 in Block 7 in Bartlett Highlands, being a subdivision of the South West Quarter (except the East Half of the East Half thereof) of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



PIN: 19-08-308-035-0000
19-08-308-059-0000

Handwritten initials 'AH'.

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 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 buildings or improvements 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 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 ordinances 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

DELIVERY INSTRUCTIONS

FIRST STATE BANK & TRUST COMPANY OF FRANKLIN PARK 10101 WEST GRAND AVENUE FRANKLIN PARK, ILLINOIS 60131

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

5226 S. Mulligan

Chicago, Il.

OR BOX 333 - HV

RECORDER'S OFFICE BOX NUMBER

NOV 27 7 01 26 39 AM '85

85 301 129

UNOFFICIAL COPY

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

My commission expires Dec. 13, 1988. KATHLEEN KADOTA

Given under my hand and Notarial Seal this 25th day of November 1985...

CERTIFY, that the above named Vice-President and Assistant Secretary of said Bank, personally known to me, appeared before me this day in person and severally acknowledged...

By: Sharon M. Hayne, Assistant Secretary

MARGUERITE NATIONAL BANK as Trustee as a Trustee as a Trustee and not personally...

THIS TRUST DEED is executed by the Marguerite National Bank, not personally by the Trustee...

11. The Holder of the Note may collect a "late charge" for each dollar of principal...

12. In addition to the monthly payments of principal and interest...

13. With respect to any deposit of funds made by the Mortgagor...

14. The Holder of the Note may exercise the power of appointment...

15. Upon the filing of a bill to foreclose, the court in which such bill is filed...

16. The proceeds of any foreclosure sale of the premises shall be distributed...

17. At the option of the holder of the Note, the Trustee may cause to be recorded...

18. The Trustee shall release this Trust Deed to the Mortgagee...

82 301 153

85 301 129