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TRUST DEED

19 OCT -1 PM 1:21

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THE ABOVE SPACE FOR RECORDERS USE ONLY

70-61-968 D2 (Amato)

THIS INDENTURE, Made ---October 1, 1986, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated ---March 12, 1986---and known as trust number ---66902--- herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, 111 West Washington Street, Chicago, IL 60602, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-with in the Principal Sum of : SEVEN HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED THIRTEEN AND NO/100 (\$793,413.00) ---

12 00

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 thereon as described in Rider attached hereto and made a part hereof.

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 ~~12%~~ per cent per annum, 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 Julian Kulas, Esq., 2329 West Chicago Avenue, Chicago, Illinois 60622 --- 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 1 to 35, both inclusive, in Hunter's Ridge Subdivision being a subdivision of parts of the West Half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 26, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 30, 1986 as Document No. 86445463 .

Commonly known as Hunter's Ridge Subdivision, South Barrington, Illinois.

Permanent Real Estate Index Numbers: 01-26-301-011, 01-26-301-012, 01-26-400-003, 01-26-400-004. *hr*

THIS INSTRUMENT PREPARED BY: Arnold M. Schwartz, Esq.,
c/o Davidson & Schwartz, 180 North LaSalle Street, Chicago, IL 60601.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, 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 unit or centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 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 mechanical or other liens or claims for liens not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 erection and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay any taxes and personally attach 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

| | |
|--------|---------------------|
| NAME | Julian Kulas. |
| STREET | 2329 W. Chicago Ave |
| CITY | Chicago, IL 60622 |
| OR | BOX 333-HV |

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER

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

Hunter's Ridge Subdivision

South Barrington, Illinois 60010

UNOFFICIAL COPY

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RIDER ATTACHED TO AND MADE PART OF TRUST DEED DATED
OCT 01 1986, 1986 MADE BY AMERICAN NATIONAL BANK & TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED
MARCH 12, 1986 AND KNOWN AS TRUST NUMBER 66902
AS MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE,
TO SECURE AN INSTALMENT NOTE OF EVEN DATE HEREWITH

1. Mortgagor shall pay interest on the balance of principal remaining from time to time unpaid, from September 25, 1986, payable annually, in an amount equal to the prime rate of interest charged by First National Bank of Chicago to its most credit-worthy customers adjusted monthly. The interest rate shall not be less than 8.5% interest and shall not exceed 12.5% interest.

The first payment shall be due on September 24, 1987 and the final payment of principal and interest, if not sooner paid, shall be due on September 24, 1999.

2. This Trust Deed may be prepaid in whole or in part at any time without penalty.

3. Mortgagor covenants not to suffer or permit without the written permission or consent of the Mortgagor being first had and obtained, any sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment on the mortgaged premises.

Any violation of this provision shall give Holder of the Note the right to declare all sums immediately due and payable hereunder and accelerate the entire balance due on the Note.

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