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TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned as grantors of Chicago, 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 CHICAGO BANK OF COMMERCE, a ~~NonMember~~ banking association, as Trustee, of Chicago, Illinois, (herein referred to as "Trustee") the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF)

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 encumbrances 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 Trustee is authorized to attend to the same and pay the bills therefor, which shall with ~~12%~~ interest thereon, become due immediately, without demand.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to Trustee all the rents, issues and profits of said premises, from and after this date, and authorize it 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 relet the said premises as it may deem proper and to apply the money so arising to the payment of the indebtedness secured hereby, or to any advancements made as aforesaid, and it shall not be the duty of Trustee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing payment of any advances made as aforesaid and of the principal sum and interest thereon in accordance with the terms, provisions and conditions of a certain Installment Note of even date herewith, in the principal sum of \$ 35,650.75, wherein the undersigned promise to pay to the order of CHICAGO BANK OF COMMERCE, in 36 installments as follows: \$ 1,146.04 on the 10th day of October, 19 86, and the same amount on the 10th day of each month thereafter, except that the final installment shall be the unpaid balance, with interest at the rate of ~~12%~~ after maturity, and also all extensions and renewals of said note.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of said Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the holder of said note for attorneys' fees, trustee's fees, outlays for documentary evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title.

All rights conferred upon said Trustee or holder of the Note hereunder are in addition to any rights conferred upon said Trustee or holder under the terms of any security agreement from time to time in force creating a security interest in personal property to secure payment of said Note. Any foreclosure action may be brought hereunder before, after or during the pendency of any action brought to enforce any such security interest.

Witness our hands and seals this 10th day of September, 19 86

Bruce E. Goldberg (SEAL)
Bruce E. Goldberg (SEAL)

DA 6110135

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Trust Deed and Note

TO

1986 NOV -5 PM 3:40

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Property of Cook County Clerk's Office

My Commission expires

11/1/87

Notary Public

I, J. Edgar Cook,
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby
certify that James E. Hensley
personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that James E. Hensley signed, sealed and delivered the said instrument as
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 5th day of Nov,
A. D. 1986.

Given to:

Wm. H. Hensley
Chap. B. 7 Commerce
300 E. Randolph
Chicago, Ill. 60606

UNOFFICIAL COPY

BOX 333-BV

DA

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UNIT NO. 14 IN MENOMONEE LANE TOWNHOMES, A CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 69 TO 75, INCLUSIVE, IN JAMES H. REES' SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEE' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, RECORDED AS DOCUMENT NUMBER 86323852, TOGETHER WITH AN UNDIVIDED 7.27 Percent INTEREST IN THE PROPERTY (EXCEPTING FROM THE PROPERTY ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

86517952

14-33-309-018 all *John*