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TRUST DEED

COOK COUNTY ILLINOIS
FILED FOR RECORD

1986 NOV 19 PM 3:19

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CTTC?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 18 19 86, between WILLIAM C. HERRERO and SHIRLEY M. HERRERO, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TWO HUNDRED THOUSAND (\$200,000.00)

Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 18 on the balance of principal remaining from time to time unpaid at the rate of Eleven percent per annum in instalments (including principal and interest) as follows:

Two Thousand Sixty-six (\$2,066.00) Dollars or more on the 18th day of December 19 86 and Two Thousand Sixty-six (\$2,066.00) Dollars or more on the 18th 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 18th day of November/1986. 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 Sixteen percent per annum, and all 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 Theresa Podlasinski, Trustee, 100 South Vail, Arlington Heights, Illinois 60164

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of (one Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Bensenville COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Rider Attached

12.00

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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 Mortgagors 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, radiator 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 similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) and the Rider are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seals of Mortgagors the day and year first above written.

William C. Herrero (SEAL) Shirley M. Herrero (SEAL)

STATE OF ILLINOIS,

I, the undersigned

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William C. Herrero and Shirley M. Herrero, his wife

who personally came to me to be the same person whose name is subscribed to the

instrument, 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.

Notary Public, State of Illinois Cook County Given under my hand and Notarial Seal this 18th day of November 19 86.

Notary Seal [Signature] Notary Public

70-83-942 D1

RIDER

1. Legal description of Real Estate
Parcel 1:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF FRANKLIN AVENUE AND A POINT 500.0 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID SECTION LINE; THENCE SOUTH ON A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, 407.53 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE 132.23 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID FRANKLIN AVENUE, TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART BEGINNING AT THE CENTER LINE OF FRANKLIN AVENUE AND A POINT 500.0 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID SECTION LINE; THENCE SOUTH ON A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, 42.73 FEET; THENCE SOUTHEASTERLY PARALLEL TO FRANKLIN AVENUE 141.25 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID FRANKLIN AVENUE, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF FRANKLIN AVENUE AND A POINT 500.0 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID SECTION LINE; THENCE SOUTH ON A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, 42.73 FEET, THENCE SOUTHEASTERLY PARALLEL TO FRANKLIN AVENUE 141.25 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION LINE, TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID FRANKLIN AVENUE, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. MORTGAGORS FURTHER COVENANT AND AGREE THAT PARAGRAPH 3 OF PAGE 2 OF THE TRUST DEED IS HEREBY AMENDED TO PROVIDE THAT THE INSURANCE ON THE BUILDINGS AND IMPROVEMENTS SHALL BE NOT LESS THAN \$250,000.00 AND FURTHER TO MAINTAIN AND KEEP IN EFFECT DURING THE TERM OF THE MORTGAGE GENERAL LIABILITY INSURANCE OF NOT LESS THAN \$1,000,000.00 NAMING THE TRUSTEE AND THE HOLDERS OF THE NOTE AS ADDITIONAL PARTIES INSURED, ALL OF SAID INSURANCE WRITTEN ON COMPANIES WITH BEST'S RATING OF AT LEAST A AND FINANCIAL SIZE CATEGORY OF CLASS X OR BETTER.

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William C. Herrero
William C. Herrero

Shirley M. Herrero
Shirley M. Herrero

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✓
Fax No. 12-19-100-037/8

This Instrument Was Prepared By:
JOHN E. HICKS
MAYER, BROWN & PLATT
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CHICAGO ILLINOIS 60604