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TRUST DEED

86580826

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

CTTC 11

1986 DEC -5 11:45 AM '86 FOR RECORD USE ONLY 86580826

THIS INDENTURE, made NOVEMBER 25, 19 86, between D. FAGAN CONSTRUCTION CO.

a corporation organized under the laws of ILLINOIS, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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

ONE HUNDRED FIFTY THOUSAND AND 00/100 ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF ~~DEARBORN~~ THE FIRST NATIONAL BANK OF LINCOLNWOOD

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from DATE on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments (including principal and interest) as follows:

*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Dollars or more on the --- day of --- and

Dollars or more on the --- day of each --- 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 --- day of --- 19 ---. 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 ** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in LINCOLNWOOD

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 THE FIRST NATIONAL BANK OF LINCOLNWOOD, 6401 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS 60645 in said City,

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the GLENVIEW COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 33 IN OAK HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

DEO 0429-100 - 140 - 202/48 THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN 6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

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 Mortgagor 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 the mortgagor 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.

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

In Witness Whereof, said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

D. FAGAN CONSTRUCTION CO.

CORPORATE SEAL

BY DANIEL FAGAN XXXXXXXXXX President

ATTEST: GORDON REIS XXXXXXXXXX Secretary

12.00

STATE OF ILLINOIS, } I, MATHILDA SZAFRANIEC
County of COOK } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL FAGAN XXXXXXXXXX President of the D. FAGAN CONSTRUCTION CO. and GORDON REIS XXXXXXXXXX Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as the Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of December, 19 86.

Mathilda Szafrañiec NOTARY PUBLIC

OFFICIAL SEAL
MATHILDA SZAFRANIEC
Notary Public, State of Illinois
My Commission Expires 11-29-86
Notarial Seal

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*RIDER ATTACHED TO TRUST DEED DATED NOVEMBER 25, 1986 BY AND BETWEEN E. FAGAN
CONSTRUCTION CO. AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

Interest only beginning March 1, 1987 and continuing quarterly thereafter, with the final payment of principal and interest, if not sooner paid, shall be due on June 30, 1988. Interest shall be computed on the basis of a 365-day year and charged for the actual number of days elapsed. Interest on the Principal Balance remaining from time to time unpaid shall be payable prior to maturity at 1% per annum over the prime lending rate as herein described and shall bear interest after maturity at the rate of 6% per annum over the prime lending rate as herein described. It is agreed that the prime lending rate shall be determined by the highest "prime" rate as published daily in the "Money Rates" section of the Wall Street Journal. Any increase or decrease of the rate of interest shall be effective as of the date of such change.

Said payments are to be made at such banking house or trust company in the City of Lincolnwood, Illinois, as the legal holder of this note and, from time to time, in writing appoint, and in the absence of such appointment, then at the office of The First National Bank of Lincolnwood, 6401 North Lincoln Avenue, Lincolnwood, Il. 60645, in said City.

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