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TRUST DEED

COOK COUNTY ILLINOIS 1985 1979 2 5
FILED FOR RECORD

1985 JAN 15 PM 12:56

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THE ABOVE SPACE FOR RECODERS USE ONLY

THIS INDENTURE, Made September 19 1985, between Amalgamated Trust & Savings Bank, an Illinois Banking Corporation, 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 December 6, 1978 and known as trust number 340, herein referred to as "First Party," and AMALGAMATED TRUST AND SAVINGS BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100

Dollars,

made payable to BEVERAGE AMALGAMATED TRUST & SAVINGS BANK 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 from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of prime/ fluctuating per cent per annum in instalments as follows: TWO THOUSAND ONE HUNDRED NINETEEN AND 62/100

Dollars on the 19th day of October 1985 and a like amount of

Dollars on the 19th 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 19th day of September 1990. 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 seven and one-half per cent per annum; and all of said principal and interest being made payable at such banking house or trust company in 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 Amalgamated Trust & Savings Bank 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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit B, attached hereto and made a part hereof.

* * -- See Exhibit A attached hereto and made a part hereof.

Interest on this note shall be computed for the actual number of days on the basis of a 365 day year.

TXF 04 13 1302 .006 .0000 ✓
04 13 1302 .034 .0000 ✓
04 13 1302 .035 .0000 ✓
04 13 1302 .033 .0000 ✓

K

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 the times as First Party, its successors or assigns may be entitled thereto (which are platted primarily and on a party wall and real estate and not separately and as appurtenances to other property), including water, 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 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 hire not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by them or others on the premises upon which they have been placed, and upon request exhibit satisfactory evidence of the discharge to the 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 ordinances; (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

NAME

Amalgamated Trust & Savings Bank

D STREET

One West Prairie Street

L CITY

Chicago, Illinois 60603

I STATE

Alt: Brenda Helms

V CITY

R STATE

Y CITY

BOX 333 - TH

RECODER'S OFFICE BOX NUMBER

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

340 Maple Row Road

Northfield, IL 60093

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0 0 3 6 0 1 9 9 2 5

RIDER "A"

INTEREST RATE, DEFAULT INTEREST RATE AND INTEREST RATE FLUCTUATION

The interest rate being charged on this Trust Deed and Note will at all times be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus -0- % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this Trust Deed and Note will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus -0- %. In the event such prime rate fluctuates either up or down while any portion of the Note shall remain unpaid, the interest rate being charged on this Trust Deed and Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus -0- % as said prime rate fluctuates daily.

Upon default pursuant to the terms of this Trust Deed or the Note or other collateral documentation, or after maturity, the default interest rate being charged on this Trust Deed and Note will be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus -4- % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this Trust Deed and Note during a period of default or after maturity will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus -4- %. In the event such prime rate fluctuates either up or down during a period of default or after maturity, the interest rate being charged on this Trust Deed and Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus -4- % as said prime rate fluctuates daily.

Date: September 19, 1985

James Riem

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EXHIBIT B

Property described as:

04-13-302-006.

✓ The South 247.61 feet of the North 495.22 feet of the East 214.84 feet of the West 462.68 feet of the South three-quarters of the Northwest quarter of the Southwest quarter of Section 13, Township 42 North, Range 12, East of the Third Principal Meridian, (known as Tract No. 4); and (1.)

04-13-302-033-034 + 035

✓ The South 247.61 feet of the North 742.83 feet of the East 214.84 feet of the West 462.68 feet of the South three-quarters of the Northwest quarter of the Southwest quarter of Section 13, Township 42 North, Range 12, East of the Third Principal Meridian, (known as Tract No. 26),

all in Cook County, Illinois and commonly known as 340 Maple Row Road, Northbrook, Illinois.

PIN: 04-13-302-006-0000 ✓ K

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