

UNOFFICIAL COPY

TRUST DEED 86184250

11.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

70 41 406 DF 0 Deckinger

THIS INDENTURE, Made March 27, 1986 19 , between River Forest State Bank, an Illinois 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 June 5, 1982 and known as trust number 2788 , herein referred to as "First Party," and Everett Howell

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 Fifty Thousand and no/100----- Dollars,

made payable to Maywood-Proviso State 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, and the co-makers thereof personally promise to pay, the said principal sum and interest from March 29, 1986 on the balance of principal remaining from time to time unpaid at the rate of

11.00 per cent per annum in instalments as follows: Five Hundred Sixty-Eight and 30/100----- Dollars on the 20th day of March 19 86 and Five Hundred Sixty-Eight and 30/100-----

Dollars on the 29th 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 29th day of March 2001 .

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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Maywood, 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

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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That part of lots 3 and 4 and the North 25 feet of lot 5 (except the West 14 feet of said land) in Block 9 in Cochran's second addition to Edgewater, said addition being a subdivision of the East fractional 1/2 (except the West 1320 feet of the South 1913 feet and except the railroad), in Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of a line commencing at a point on the North line, extended Easterly, or said lot 3, 348.57 feet East of the East line of North Sheridan Road as widened; thence South to intersect the North line, extended Easterly of said lot 4, at a point 347.99 feet East of said East line of North Sheridan Road, as widened; thence South to intersect the South line, extended Easterly of the North 25 feet of said lot 5 at a point 346.88 feet East of the East line of said Sheridan Road as widened, in Cook County, Illinois which survey is attached as Exhibit "A" to the declaration of condominium recorded as Document Number 24998056, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

V.P.T.I. # 14-05-011-024-1022 EP

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 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 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 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 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 lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured 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) comply 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 ordinance; (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  
STREET  
CITY  
INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER

MAYWOOD-PROVISO STATE BANK  
411 MADISON ST  
MAYWOOD, IL. 60153-BOX #3

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
ELLAGO CONDOMINIUM #350  
6157 N Sheridan Rd Unit 4  
Chicago, IL. 60660

IN FILED FOR RECORD.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
I M P O R T A N T  
The instrument Note mentioned in the within Trust Deed has been identified herewith under identification No \_\_\_\_\_

My Commission Expires August 3, 1987

Given under my hand and Notarial Seal this 27th day of March 1986

Notary Public  
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Ann C. Calhoun, Trust Officer and Cashier

Attest: *Ann C. Calhoun*  
Trust Officer

By *Ann C. Calhoun*  
Trust Officer

STATE BANK AS Trustee as aforesaid and not personally,

River Forest Bank and Trust Company

IN WITNESS WHEREOF, the undersigned, Notary Public, has hereunto set his hand and seal, this 27th day of March, 1986.

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