



712146 TRUST DEED UNOFFICIAL COPY

86229260

CTTC3

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made May 2, 1986, between BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated December 21, 1967 and known as trust number 2672 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of

ONE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FOUR AND 60/100 (\$185,684.60) -----Dollars,

made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal 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 ~~xxx~~ thirty (30) days after / demand with interest thereon from May 2, 1986 until maturity at the rate of seven (7%) per centum per annum, payable

quarterly on the first day of August, of each November, February, May and August thereafter, bearing interest after maturity at the rate of twelve (12%) per cent per annum, and all of 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 Mitchell Janchenko, Star Route, Crystal Falls, Michigan, 49920, 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, convey, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the Village of Summit, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit "A" attached hereto and made a part hereof.

86229260

THIS IS A JUNIOR TRUST DEED AND EXPRESSLY SUBORDINATE TO ALL RIGHTS OF HARRIS BANK ARGO.

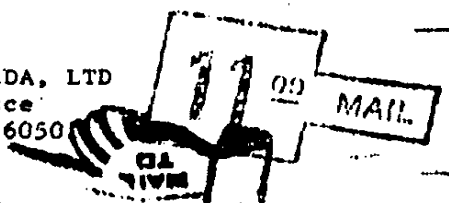
which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), 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 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

X PREPARED BY AND MAIL TO:

Howard M. Hoff  
GOLDSTINE AND BROIDA, LTD  
7660 West 62nd Place  
Summit, Illinois 60501



FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE:

7800 West 61st Place

Summit, Illinois 60501

PLACE IN RECORDER'S OFFICE BOX NUMBER

86229260



# UNOFFICIAL COPY

## EXHIBIT "A"

TO

TRUST DEED DATED MAY 2, 1986,  
BETWEEN BOULEVARD BANK NATIONAL  
ASSOCIATION, NOT PERSONALLY BUT AS  
TRUSTEE UNDER TRUST AGREEMENT DATED  
DECEMBER 21, 1967, AND KNOWN AS  
TRUST NO. 2672, AND CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:  
THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP  
38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, FEET THE  
INTERSECTION OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4,  
SAME BEING THE EAST LINE OF A PARCEL OF LAND CONVEYED BY JAMES T. MAHER  
TO THE TERMINAL RAILROAD COMPANY BY DEED DATED OCTOBER 30, 1896 AND  
RECORDED JANUARY 7, 1898 AS DOCUMENT NUMBER 2635145 AND THE NORTH LINE  
OF 61ST PLACE, MEASURED WEST ALONG SAID NORTH LINE EXTENDED, A DISTANCE  
OF 71.3 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG  
SAID NORTH LINE EXTENDED TO ITS INTERSECTION WITH A LINE 239.3 FEET  
WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH  
WEST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 377.34  
FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG AN ARC OF SAID  
CURVE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 564.69 FEET TO  
ITS INTERSECTION WITH A LINE, 550 FEET NORTH OF AND PARALLEL TO SAID  
NORTH LINE OF 61ST PLACE SAID INTERSECTION BEING 212.24 FEET WEST OF  
SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4; THENCE EAST ALONG  
LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 71.3 FEET  
WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH  
WEST 1/4; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT  
OF BEGINNING

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM INDIANA  
HARBOR BELT RAILROAD COMPANY, A CORPORATION OF INDIANA TO GREAT LAKES  
CARBON CORPORATION, A CORPORATION OF DELAWARE, DATED OCTOBER 28, 1946  
AND RECORDED MAY 7, 1947 AS DOCUMENT NUMBER 14051123 FOR PASSAGEWAY  
OVER AND ALONG A STRIP OF LAND THE WIDTH OF THE DISTANCE BETWEEN THE  
NORTH AND SOUTH LINES OF 61ST PLACE EXTENDED WEST FROM THE EAST LINE OF  
THE GRANTOR'S PROPERTY TO THE WEST LINE EXTENDED SOUTH OF THE PREMISES  
DESCRIBED AS PARCEL 1 ABOVE FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN  
INGRESS AND EGRESS TO THE PREMISES DESCRIBED ABOVE AS PARCEL 1

ALSO

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP  
38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM THE  
INTERSECTION OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4,  
SAME BEING THE EAST LINE OF A PARCEL OF LAND CONVEYED BY JAMES T.  
MAHER TO THE TERMINAL RAILROAD COMPANY BY DEED DATED OCTOBER 30, 1896  
AND RECORDED JANUARY 7, 1898 AS DOCUMENT NUMBER 2635145 IN BOOK 6220  
PAGE 209 AND THE NORTH LINE OF 61ST PLACE MEASURED WEST ALONG SAID  
NORTH LINE EXTENDED AS DISTANCE OF 71.3 FEET TO THE POINT OF BEGINNING;  
THENCE NORTHERLY ON A LINE 71.3 FEET WEST OF AND PARALLEL TO THE EAST  
LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4, A DISTANCE OF 550 FEET;  
THENCE WEST ON A LINE 550 FEET NORTH OF AND PARALLEL TO THE NORTH LINE  
OF SAID 61ST PLACE EXTENDED WESTERLY, A DISTANCE OF 140.94 FT; THENCE  
NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 112 DEGREES 05 MINUTES TO  
THE RIGHT FROM THE PROLONGATION OF THE LAST COURSE, 94.02 FEET; THENCE  
ON A LINE FORMING AN ANGLE OF 3 DEGREES 10 MINUTES 30 SECONDS TO THE  
RIGHT FROM THE PROLONGATION OF THE LAST COURSE, 116.15 FEET; THENCE ON  
A LINE FORMING AN ANGLE OF 0 DEGREES 56 MINUTES TO THE RIGHT FROM THE  
PROLONGATION OF THE LAST COURSE, 150.61 FEET; THENCE SOUTHERLY TO A  
POINT ON THE NORTH LINE OF SAID 61ST PLACE EXTENDED WESTERLY SAID POINT  
BEING 59.92 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH  
WEST 1/4 OF SECTION 13; THENCE WEST ON SAID NORTH LINE OF 61ST PLACE  
EXTENDED WESTERLY 11.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS

ALSO

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY INDIANA HARBOR BELT RAILROAD COMPANY, A CORPORATION OF INDIANA, TO JAN'S INC., A CORPORATION OF ILLINOIS DATED MAY 6, 1966 AND RECORDED JULY 7, 1969 AS DOCUMENT NUMBER 20891930 FOR PASSAGE OVER AND ALONG A STRIP OF LAND THE WIDTH OF THE DISTANCE BETWEEN THE NORTH AND SOUTH LINES OF 61ST PLACE EXTENDED WEST FROM THE EAST LINE OF THE GRANTOR'S PROPERTY TO THE WEST LINE EXTENDED SOUTH OF THE PREMISES DESCRIBED AS PARCEL 3 ABOVE FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO THE PREMISES DESCRIBED AS PARCEL 3 ABOVE, IN COOK COUNTY, ILLINOIS

ALSO

**PARCEL 5:**

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM THE INTERSECTION OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4, SAME BEING THE EAST LINE OF A PARCEL OF LAND CONVEYED BY JAMES T. MAHER TO THE TERMINAL RAILROAD COMPANY BY DEED DATED OCTOBER 30, 1896 AND RECORDED ON JANUARY 7, 1898 AS DOCUMENT NUMBER 2635145 IN BOOK 6220, PAGE 209, AND THE NORTH LINE OF 61ST PLACE MEASURED WEST ALONG SAID NORTH LINE EXTENDED 239.30 FEET TO ITS INTERSECTION WITH A LINE 239.30 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4, FOR A PLACE OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 377.34 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 564.69 FEET TO ITS INTERSECTION WITH A LINE 550 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF 61ST PLACE, SAID INTERSECTION BEING 212.24 FEET WEST OF SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4; THENCE NORTHEASTERLY 67 DEGREES 55 MINUTES AS MEASURED FROM EAST TO NORTH EAST FROM THE AFORESAID LINE 550 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF 61ST PLACE, 94.02 FEET; THENCE ON A LINE FORMING AN ANGLE OF 3 DEGREES 10 MINUTES 30 SECONDS TO THE RIGHT FROM THE PROLONGATION OF THE LAST COURSE, 116.15 FEET; THENCE ON A LINE FORMING AN ANGLE OF 0 DEGREES 56 MINUTES TO THE RIGHT FROM THE PROLONGATION OF THE LAST COURSE, 150.61 FEET; THENCE NORTHERLY ON A LINE, SAID LINE BEING THE EXTENSION NORTHERLY OF A LINE FORMED BY THE LAST MENTIONED POINT CONNECTED TO A POINT ON THE NORTH LINE OF 61ST PLACE, A DISTANCE OF 59.92 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, A DISTANCE OF 138.37 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 1,114.70 FEET AND 18 FEET DISTANT AND PARALLEL TO THE EAST BOUND MAIN OF THE INDIANA HARBOR BELT RAILROAD, A DISTANCE OF 1,559.7 FEET TO THE NORTH LINE OF AN EASEMENT DESCRIBED AS FOLLOWS:

A 20 FEET STRIP OF LAND IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE DESCRIBED AS FOLLOWS: NOTE: THE WEST LINE OF SAID SOUTH WEST 1/4 IS ASSUMED AS DUE N-S FOR THE FOLLOWING COURSES: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 61ST PLACE AND THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4, THENCE DUE WEST, 218 FEET; THENCE DUE SOUTH 186 FEET TO THE POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG SAID CURVE CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 100 FEET, A DISTANCE OF 129.91 FEET; THENCE SOUTH 74 DEGREES 26 MINUTES WEST TANGENT TO SAID CURVE 320 FEET; THENCE DUE WEST 45 FEET MORE OR LESS, TO THE INTERSECTION OF A CURVED LINE THAT IS APPROXIMATELY 40 FEET WESTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF AN EXISTING RAILROAD TRACK; THENCE NORTHERLY ALONG SAID CURVE CONVEX TO THE WEST AND HAVING A RADIUS OF 1,186.28 FEET, A DISTANCE OF 320 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE NORTHERLY AND WESTERLY LINE OF SAID EASEMENT TO THE SOUTH LINE OF 61ST PLACE, AS EXTENDED WESTERLY FROM THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13; THENCE WEST ON SAID SOUTH LINE OF 61ST PLACE, 11.30 FEET; THENCE NORTH 66 FEET TO THE PLACE OF BEGINNING

**PARCEL 6:**

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY DEED FROM INDIANA HARBOR BELT RAILROAD COMPANY, A CORPORATION OF INDIANA, TO JAN'S INC., A CORPORATION OF ILLINOIS, DATED OCTOBER 17, 1967 AND RECORDED OCTOBER 24, 1968 AS DOCUMENT NUMBER 20655952 FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING STRIP OF LAND BEING THE WIDTH OF THE DISTANCE BETWEEN THE NORTH AND SOUTH LINES OF 61ST PLACE, TO WIT: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 61ST PLACE AND THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (NOTE: THE WEST LINE OF SAID SOUTH WEST 1/4 IS ASSUMED AS DUE N-S); THENCE DUE WEST 239.30 FEET TO THE EAST LINE OF PARCEL 1, ALL IN COOK COUNTY, ILLINOIS

86229260

# UNOFFICIAL COPY

COMMONLY KNOWN AS:

7800 WEST 61ST PLACE, SUMMIT, ILLINOIS.

PTN: 18-13-302-004 TP  
18-13-302-019  
18-13-302-023

Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$13.85  
. T#333 TRAN 1770 04/06/84 13:59:00  
. #0017 # 2 # -04-227260

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13.00  
MAILED

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