

TRUST DEED

87520856

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 31 1987, between First National Bank of Des Plaines, 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 Company in pursuance of a Trust Agreement dated November 20, 1965 and known as trust number 159 herein referred to as "First Party," and Colonial Bank and Trust Company of Chicago

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 Thousand and no/100ths (\$100,000.00) Dollars

made payable to BEARER Colonial Bank and Trust Company of Chicago 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 August 31, 1987 on the balance of principal remaining from time to time unpaid at the rate of as described in the note secured hereby and all extensions and substitutions thereof

Notwithstanding the above, the said principal sum and interest shall be paid to the said Trustee or its assigns at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, in an absence of such appointment, then at the office of Colonial Bank and Trust Company of Chicago, 5850 West Belmont Avenue, 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 illustrations 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:

Lots 9 and 10 in Block 17 in Arthur T. McIntosh & Company's Addition to Des Plaines Heights, being a Subdivision of that part East of Railroad of the South 1/2 of the Southeast 1/4 of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian, and that part West of Des Plaines Road of the South 1/2 of the Southwest 1/4 (except 4.0 acres in the Northeast corner thereof) of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

RIN: 09-20-416-009 - LOT-9  
AND 09-20-416-010 - LOT-10  
Vacant land on Oakton Street

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, radiator heads, swings, 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 purpose, 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 improvement 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 mechanics or other liens or claims for lien not expressly subordinated in the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) 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; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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 compliance 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

DELIVERY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER  
NAME Colonial Bank and Trust Company of Chicago  
STREET  
CITY L  
63

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
VACANT LAND  
This instrument prepared by:  
LAURENCE ZHOUMSKY  
5850 W BELMONT AVE  
CHICAGO, ILL 60634

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN AS FROM THE TRUST DEED BEING FILED FOR RECORD.

IMPORTANT... The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 95820515

STATE OF ILLINOIS... COUNTY OF COOK... the undersigned... Trust Officer

See Rider attached hereto and made a part hereof... JOAN E. EMERY-MINGER, Vice President and Trust Officer

Notary Public in and for said County in the State of Illinois... My Commission Expires 12/8/88

1. The Trustee or the holder of the note shall have the right to inspect the premises... 2. The Trustee or the holder of the note shall have the right to inspect the premises... 3. At the option of the holder of the note and without notice to First Party...

95820515

# UNOFFICIAL COPY

9 7 5 2 0 8 5 6

RIDER ATTACHED HERETO AND MADE A PART OF A CERTAIN TRUST DEED SECURING A NOTE IN THE AMOUNT OF \$100,000.00, DATED August 31, 1987, PAYABLE TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO.

The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold, or transferred in any manner, including but not limited to, deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Trustee or Holder of the Note, prepayment by the First Party to be made without penalty.

The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Guarantors, a petition in bankruptcy or insolvency or for reorganization, or for the benefit of creditors unless within thirty (30) Days after such occurrence the proceeding is dismissed.

Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

The First Party hereby waives any and all rights of statutory redemption to the above-referenced premises upon a foreclosure of the Trust Deed.

It is provided and agreed that the Trustee or Holder of this Note may collect a "Late Charge", not to exceed five cents (5¢) for each dollar (\$1) for each payment more than ten (10) days in arrears, to cover the extra expense involved in handling delinquent payments.

DEPT-01 RECORDING \$13.00  
#1111 TRAN 4152 09/23/87 15:34:00  
#047 # A \* -87-520856  
COOK COUNTY RECORDER

13<sup>00</sup>

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