



UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

87560160

1987 OCT 16 AM 11:47

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 8

THIS INDENTURE, Made September 18, 19 87, between LaSalle National Bank a national banking association, 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 October 6, 1986 and known as Trust Number 111618, herein referred to as "First Party," and Chicago Title & Trust Company

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 --(\$400,000.00)---Four Hundred Thousand & 00/100-----

Dollars,

made payable to THE ORDER OF BEARER 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 interest from September 18, 1987 on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum payable in monthly interest payments beginning on the 20th day of October, 1987

and on the 20th 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 20th day of March, 1988. 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 ** percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Northbrook, 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 Bank of the North Shore 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 situate, lying and being in the Village of Palatine COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

SEE ATTACHED RIDERS "A"

- * Prime rate of Lender plus 2.00% on a floating basis, with a Base Prime of 7.50%.
- ** Prime rate of Lender plus 7.00% on a floating basis, with a Base Prime of 7.50%.

Permanent Index Number 02-12-212003

In the event of the sale, contract sale, transfer or refinancing of the real estate pledged by this Trust Deed, the full balance due on the Note shall become due and payable upon demand. The loan evidenced by the Note and the Trust Deed securing the Note, is being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the indebtedness due on the Note secured by the Trust Deed.

which, with the property hereinafter described, as 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 the on 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 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 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 notes; (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

MAIL TO: AND PREPARED BY:

Barbara A. Ricker, Loan Officer
Bank of the North Shore
1819 Lake Cook Rd.
Northbrook, IL 60062

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

1220 Rand Road
Palatine, IL

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 332 - HV

13 00

865 03 153

87560160

STATE OF ILLINOIS, COUNTY OF COOK, Corporate Seal

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THIS INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE & TRUST COMPANY, as Trustee, herewith under Identification No. 911035118

Notary Public

Given under my hand and Notarial Seal and as the free and voluntary act of said Company for the uses and purposes therein set forth.

LA SALLE NATIONAL BANK, Assistant Vice President, DO HERBERT, hereby warrants that it possesses full power and authority conferred upon and vested in it as such Trustee (and said Trustee and said LA SALLE NATIONAL BANK) to execute this instrument, and it is expressly understood and agreed that nothing herein or in said instrument shall be construed to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK, or to perform any governmental or other public duty, or to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK.

THIS TRUST DEED is executed by Authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK) to execute this instrument, and it is expressly understood and agreed that nothing herein or in said instrument shall be construed to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK, or to perform any governmental or other public duty, or to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK.

LA SALLE NATIONAL BANK, Assistant Vice President, DO HERBERT, hereby warrants that it possesses full power and authority conferred upon and vested in it as such Trustee (and said Trustee and said LA SALLE NATIONAL BANK) to execute this instrument, and it is expressly understood and agreed that nothing herein or in said instrument shall be construed to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK, or to perform any governmental or other public duty, or to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK.

LA SALLE NATIONAL BANK, Assistant Vice President, DO HERBERT, hereby warrants that it possesses full power and authority conferred upon and vested in it as such Trustee (and said Trustee and said LA SALLE NATIONAL BANK) to execute this instrument, and it is expressly understood and agreed that nothing herein or in said instrument shall be construed to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK, or to perform any governmental or other public duty, or to create any liability on the part of any individual named herein or on said LA SALLE NATIONAL BANK.

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RIDER A

That part of the South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, lying South of center line of Rand Road (except the West 7 acres thereof) containing 7.4 acres in Cook County, as follows: coming at the South East corner of South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 12, running thence West on south line of South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 12 for a distance of 284.03 feet; thence North along a line which makes an angle of 89 degrees 52 minutes with last described line measured from East to North for a distance of 274 feet to an intersection with southerly right of way line of Rand Road (U.S. Route 12); thence southeasterly along said southeasterly right of way line of Rand Road for a distance of 300 feet to an intersection with East line of South West $\frac{1}{4}$ of North East $\frac{1}{4}$ of said Section 12; thence South along said East line of South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 12, for a distance of 170.60 feet to placing of beginning, in Cook County, Illinois.

Office of Cook County Clerk's Office

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11/11/2011

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this 11th day of November, 2011.

Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

11/11/2011