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COOK COUNTY, ILLINOIS FILED FOR RECORD 03 9 4 8 4

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made October 27, 1986, between Chicago Title and Trust Company, an Illinois 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 September 12, 1986 and known as Trust Number 1089025, 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 an instalment note bearing even date herewith in the Principal Sum of

FOUR HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$432,000.00) Dollars, made payable to THE ORDER OF BEARER: DES PLAINES NATIONAL BANK, a national banking association, 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 thereon~~ ON DEMAND * ~~on the basis of the principal sum remaining from time to time computed to the date of disbursement of the principal and interest as follows:~~

12.00

~~Disburse more on the day of~~ Dollars ~~on the day of each~~ All such payments on account of (no 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 installment is paid when due with interest at the rate of ~~xxxxxxx~~ and all of said principal and interest being made payable at such banking house or trust company in Des Plaines 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

DES PLAINES NATIONAL BANK, 678 Lee Street, Des Plaines, IL 60016 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 situate, lying and being in the Village of Wheeling Vacant Lot - Chaddick Drive, COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Wheeling #11

LOT 70 IN PALWAUKEE BUSINESS CENTER FIRST RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN#03-11-400-002-0000)

*and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 1/2% over the DES PLAINES NATIONAL BANK'S Prime Interest Rate ("Prime Interest Rate"), with any change in the Prime Interest Rate to take effect on the first day of the month following such change, payable on the first day of each month after disbursement until the note is fully paid. From and after the occurrence of a default in the payment of the note, any installment hereof, or any interest due hereunder ("Default"), interest shall be charged at the rate of 3% over the Prime Interest Rate. Interest charged under the note shall be computed on the basis of a 360-day year.

(See Rider attached hereto and made a part hereof.)

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 thereon 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, in and beds, awnings, doors 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 DOCUMENT PREPARED BY: BARBARA SAMUELS DES PLAINES NATIONAL BANK 678 LEE STREET DES PLAINES, ILLINOIS 60016

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

Lot 70, Chaddick Drive Wheeling, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 333-EV 2

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(This Rider is attached to and made a part of the Trust Deed dated October 27, 1986 from Chicago Title and Trust Company, as Trustee under Trust Agreement dated September 12, 1986 and known as Trust Number 1089025 to Chicago Title and Trust Company to secure a Note for the principal sum of \$432,000.)

The Mortgagor hereby waives any and all rights of redemption, from sale under any order or decree of foreclosure of this Mortgage, on behalf of the Mortgagor, the premises, and all persons beneficially interested therein, and each and every person except decree of judgment creditor of the Mortgagor in its representative capacity and of the premises, acquiring any interest in or title to the premises subsequent to the date of this Mortgage, pursuant to the provisions of Chapter 77 of the Illinois Revised Statutes. When sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the Master of Chancery or other officer selling such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed describing and conveying the premises purchased by him, showing the amount paid therefore or, if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefore.

If said property or any portion thereof securing the note shall be sold, conveyed or transferred, without the written permission of the holder first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

The Mortgagor consents and warrants that it will take all the steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended, and that, if required by the Mortgagee, the Mortgagor will cause the real estate which is the subject matter of this Mortgage to be insured pursuant to the provisions of this Act.