



TRUST DEED

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COOK COUNTY, ILLINOIS, U.S.A. 60603
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JANUARY 15, 1987, between FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 3, 1986 AND KNOWN AS TRUST NO. 1181, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

ONE HUNDRED THOUSAND AND 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF READER NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from JANUARY 15, 1987 on the balance of principal remaining from time to time unpaid at the rate of see rider per cent per annum in instalments (including principal and interest) as follows:

attached

Dollars or more on the _____ day of _____ 19_____, and Dollars or more on the _____ day of each _____ thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, will be due on the _____ day of _____. 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 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 National Bank of Greece, S.A. in said City, Chicago Branch

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Cook COUNTY OF AND STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT "A"

15 00

TAX I.D. #06-25-201-007

Common Address: *LB*
Vacant Property on the
West side of Barrington Road
South of Brandy Parkway
Streamwood, Illinois

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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 Mortgagors 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, indoor 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 the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, NOT PERSONALLY BUT AS [SEAL]
TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 3, 1986 AND NUMBERED 1181
By: *John J. Hayes Jr.* [SEAL] Attest: *John J. Hayes Jr.* [SEAL]

STATE OF ILLINOIS,

County of *De Kalb* } SS.I, *Velma E. Bates*,

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT *John J. Hayes Jr.* and *Velma E. Bates*

who _____ personally known to me to be the same person s whose name s are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15/4 day of January 1987

Velma E. Bates Notary Public

Notarial Seal

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PLACE IN RECORDED'S OFFICE BOX NUMBER
MAIL TO: 168 N. Michigan Avenue
National Bank of Greece, S.A.

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIPTIVE PROPERTY HERE

Bartington Road, Streamwood, Ill.

ASSISTANT SECRETARY/ATTORNEY FOR RECORDS

89 DEED IS FILED FOR RECORD.

CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
AND TRUST DEED BE IDENTIFIED BY CHICAGO TITLE
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER. THE INSTALMENT NOTE SECURED BY THIS
LENDER'S DEED SHOULD BE COMPLETED BY CHICAGO TITLE
PROVISIONS OF THIS TRUST DEED.

16. Before releasing this trust deed, trustee or successor shall be entitled to receive a fee as determined by its rate schedule in effect when this instrument is executed to the lessee hereunder or its assignee for its services as lessor to the lessee hereunder.

15. This trust deed and "mortgagee," when used herein shall mean such persons and all persons claiming under or by virtue of the mortgagees, lessors, or any part thereof shall include the note of this trust deed.

14. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

13. This trust deed and "mortgagor," when used herein shall mean such persons and all persons claiming under or by virtue of the mortgagees, lessors, or any part thereof shall include the note of this trust deed.

12. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

11. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

10. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

9. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

8. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

7. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder, trustee or successor, to collect any amount due from the lessee hereunder or any person holding title to the property mortgaged or otherwise held by the lessee hereunder.

6. Mortgagors shall pay to the trustee at any time or as often as required by the lessee hereunder, all expenses of principal and interest accrued by the lessee hereunder on the note, and any other amounts due from the lessee hereunder.

5. The trustee may exercise any power herein described in trust deed to act on behalf of the lessee hereunder on the note, and any other amounts due from the lessee hereunder.

4. In case of default of the lessee hereunder, trustee of the note may make any payment or performance of any kind to the lessee hereunder which may be necessary to protect the rights of the trustee in the note.

3. Mortgagors shall keep all buildings and improvements situated on land purchased by the lessee hereunder for the lessee's benefit, and in case of damage by fire, or any other cause, to repair same at their expense.

2. Mortgagors shall pay before any payment of principal and interest accrued by the lessee hereunder on the note, all expenses of principal and interest accrued by the lessee hereunder on the note, and any other amounts due from the lessee hereunder.

1. Mortgagors shall pay all building and improvements situated on land purchased by the lessee hereunder for the lessee's benefit, and in case of damage by fire, or any other cause, to repair same at their expense.

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RIDER

DOLLARS

The principal sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00), with interest on the unpaid principal balance from January 16, 1987, until paid, at the rate per annum equal to One and One Half (1½) per cent above the Bank's prime rate. and after payment is due, then, at the rate per annum equal to Three and One Half (3½) per cent above the Bank's prime rate provided than in no event (before or after payment is due) shall the interest be less than NINE (9.00%) per cent per annum. The interest rate shall change when the Bank changes the prime rate, and shall be computed on a 360-day year basis for the actual number of days elapsed. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate, except as herein provided.

Principal and interest shall be payable to 168 North Michigan Avenue, Chicago, Illinois, or such other place as the Note holder may designate in thirty Six (36) consecutive monthly installments of THREE THOUSAND AND 00/100 (\$3,000.00) Dollars on the 16th day of each month beginning February 16, 1987. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on January 16, 1990.

If the interest herein increases such that any monthly installment payment as set forth in this paragraph is not sufficient to pay the full amount of interest due, then the amount of each such installment payment shall increase to the full amount of interest due.

The term "Bank" refers to the National Bank of Greece, S.A., Chicago Branch.

FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 9/3/86 AND NUMBERED 1181

By: John Jeffrey
Trust Officer

Attest: Ottow Knaus
Vice President

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HEREBY AND MADE

Property of
John's Office

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First State Bank & Trust Company of Hanover Park or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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SUBJECT TO THE EX
HEREBY AND MADE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First State Bank & Trust Company of Hanover Park or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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That part of th East 1/2 of the North East 1/4 of Section 25, Township 41 North, Range 9 East of the Third Principal Meridan described as follows:
COMMENCING at the North East corner of said North East 1/4; thence South 0 degrees 00 minutes 00 seconds West 172.00 feet along said East line to the point of beginning of the following described parcel of land; thence South 88 degrees 49 minutes 34 seconds West 550.01 feet along a line drawn parallel with the North line of said North East 1/4; thence South 0 degrees 00 minutes 00 seconds West 435.00 feet along a line drawn parallel with the East line of said North East 1/4; thence North 88 degrees 49 minutes 34 seconds East 550.01 feet along a line drawn parallel with the North line of said North East 1/4 to the East line thereof; thence North 0 degrees 00 minutes 00 seconds East 435.00 feet along said East line to the hereinabove designated place of beginning; in Cook County, Illinois.

TAX I.D. #06-25-201-007

Common Address:

Vacant Property on the
West side of Barrington Road
South of Brandy Parkway
Streamwood, Illinois

EXHIBIT "A"

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