

TRUST DEED

87347002

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 6, 19 87, between Marquette 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 Bank in pursuance of a Trust Agreement dated October 25, 1983 and known as trust number 10666, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, A National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of ONE HUNDRED TWENTY THOUSAND AND NO/100----- Dollars, made payable to 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 principal sum and interest as follows:

\$1,289.53 on the first day of August, 1987 and \$1,289.53 on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest not sooner paid, shall be due on the first day of July, 2002.

RECORDING 112.00 #4204 #A *87-347002 COOK COUNTY RECORDER

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10 per cent per annum payable monthly.

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 ~~14 1/2~~ ^{14 1/2} lawful rate, 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 the absence of such appointment, then at the office of Marquette National Bank in said City,

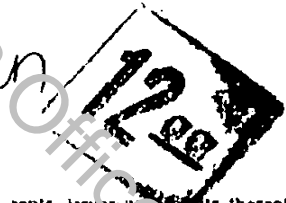
NOW, THEREFORE, First Party to secure the payment of the said principal and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar (\$1.00) here paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 77 in the First Addition to Heritage No. 3, a Subdivision of part of the Southwest 1/4 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument Prepared By: Joseph L. Scheurich 6/6/87 6316 South Western AV Chicago, Illinois 60636

PIN: 27-03-309-009

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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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and in a party 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, 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: (1) promptly repair, restore or rebuild any buildings or improvements 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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 duplicates thereof; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 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

D NAME Marquette National Bank
E STREET 6316 South Western AV
L CHICAGO, IL 60636
I CITY
V
E
R
Y INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 300

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

14006 Charleston
Orland Park, Illinois

87347002

87347002

IS FILED FOR RECORD.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

OFFICIAL SEAL of the Notary Public for the State of Illinois, in and for Cook County.

STATE OF ILLINOIS COUNTY OF COOK } 56

Notary Public for the State of Illinois, in and for Cook County.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of June 19 87.

Signature of Notary Public, dated 7025 herewith under Identification No.

Attest [Signature] ASSISTANT SECRETARY

By [Signature] MARQUETTE NATIONAL BANK AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

THIS TRUST DEED is executed by the Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

In the event Mortgagee shall exercise its option to reacquire the premises, the holder of this note shall have the right and option to tender to the holder of this note...

The Holder of the Note may collect a "late charge" for each day past the date of payment, but not to exceed...

Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure, including all interest on the note, with interest thereon as herein provided...

When the holder of the Note hereunder shall receive the principal of and interest on the note, he shall also receive the amount of any late charges...

The Trustee or the holder of the note hereby executed making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

holders of the note, such rights to be evidenced by the standard mortgage clauses 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 insurability about to expire, to deliver renewal policies not less than ten days prior to the expiration of any term of application; then Trustee or the holders of the note, may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed appropriate by the Trustee or the holders of the note, in whole or in part; and the Trustee or the holders of the note, shall be authorized to execute all policies, including additional and renewal policies, to holders of the note, and in case of insurability about to expire, to deliver renewal policies not less than ten days prior to the expiration of any term of application; then Trustee or the holders of the note, may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed appropriate by the Trustee or the holders of the note, in whole or in part; and the Trustee or the holders of the note, shall be authorized to execute all policies, including additional and renewal policies, to holders of the note, and in case of insurability about to expire, to deliver renewal policies not less than ten days prior to the expiration of any term of application...

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