

TRUST DEED

UNOFFICIAL COPY

NR 103016

ADDITIONAL COLLATERAL

16-26

THE ABOVE SPACE FOR RECORDERS USE ONLY PLAINES

THIS INDENTURE, Made August 29th 1988, between THE FIRST NATIONAL BANK OF DES/ 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 6, 1983 and known as trust number 13691369, herein referred to as "First Party," and L. H. Tayne of Glencoe, Illinois

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 TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) Dollars,

made payable to UNI-FIN CORP. 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 in on demand instalments as follows:

on the day of 19, and on the day of each thereafter, to and including the day of 19, with a final payment of the balance due on the day of 19, with interest \$5103016 on the principal balance from time to time unpaid at the rate of per cent per annum payable

each of said instalments of principal bearing interest after maturity at the rate of seven per cent 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 Uni-Fin Corp. 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 situated, lying and being in the COUNTY OF

Cook AND STATE OF ILLINOIS to wit: Lot 13 in Tree Farms Estates, being a Subdivision of part of the South 1/2 of the North East 1/4 of Section 25, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded as Document Number 24113330, and registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number LR2969257 in Cook County, Illinois, and commonly known as 1331 Llama Lane, Mount Prospect, Illinois.

Permanent Tax Number: 03-25-209-013

SEPT-01 \$12.25 191111 TRAN 4815 07/02/08 13:38:00 #13691369 #A #88-403016 COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE

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 as a priority 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, electric light, power, refrigeration (whether such waste be centrally controlled), and ventilation, including (without restricting the foregoing), awnings, window shades, storm doors and windows, floor coverings, inside built-in awnings, screens 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. Used 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 building or improvement now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without cost, and free from encumbrance or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be imposed 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 note; (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 entering any lien or other claim against the premises; (7) pay when due all taxes, special assessments, water charges, sewer service charges, and other charges against the premises hereof, and upon written request, in full to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may draw in contest; (9) keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of the amount 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 holders of the note, and in case of insurance about

NAME | UNI-FIN CORP. STREET | 200 W. Adams Street CITY | Chicago, Illinois 60606 INSTRUCTIONS | OR RECORDER'S OFFICE BOX NUMBER

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

1331 Llama Lane Mount Prospect, Illinois

12 25 88103012

in copies, to deliver several copies... The Trustee or the holders of the note hereby secured making any payment... At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall...

Of Cook County, Illinois

Executed and delivered by First National Bank of Des Plaines, Illinois, at Des Plaines, Illinois, this 29th day of August, 1988. I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the County Clerk of Cook County, Illinois.

The First National Bank of Des Plaines

THIS TRUST DEED is executed by the undersigned, and personally by the Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee) by the instrument of the First National Bank of Des Plaines, Illinois, dated and recorded in Cook County, Illinois, on or about the 29th day of August, 1988, and I expressly understand and agree that nothing herein or on said note shall be construed as creating any liability on said First Party or on said Trustee...

THE FIRST NATIONAL BANK OF DES PLAINES As Trustee as aforesaid and not personally,

By Joan E. Emery-Mincer VICE-PRESIDENT TRUST OFFICER
Attest Scott D. Limper ASSISTANT CASHIER TRUST OFFICER

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Joan E. Emery-Mincer Vice-President-Trust Officer of The First National Bank of Des Plaines Scott D. Limper, Trust Officer

Exoneration provision restricting any liability of First National Bank of Des Plaines, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

Notary Public, State of Illinois My Commission Expires 12/31/91
LORENZO MARTINEZ and Notarial Seal for 29th day of AUGUST 1988
Notary Public

88A03015

IMPORTANT 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 IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____ Trustee