

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

88096406

TRUST DEED

1988 MAR -8 PM 3:34

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made January 20, 1988, between American National Bank and Trust Company of Chicago, 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 January 20, 1988 and known as trust number 10436400, herein referred to as "First Party," and

Chicago Title and Trust Company
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 Twenty-eight Thousand Dollars and no/100 (\$28,000)

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 from January 20, 1988 on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments as follows: Three hundred eighteen dollars and 65/100 (\$318.65)

Dollars on the 1st day of March 1988 and Three hundred eighteen dollars and 65/100 (\$318.65)

Dollars on the 1st 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 1st day of February 2000. 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 9% 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 Michael Dizonno 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal description is attached hereto and made a part herof as Exhibit "A".

Permanent real estate tax #12 04 204 054 1025 UN

Commonly known as: 9622 West Higgins Road
1B C2 South
Rosemont, IL 60018

All provisions of this Trust Deed are incorporated herein by reference. Additional provisions of this Trust Deed are attached hereto as Rider "A".

14.00

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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 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 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 hereinafter 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 improvement 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 mechanics' 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 duplicate receipts therefor; (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	
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Y	INSTRUCTIONS	

OR

RECORDER'S OFFICE BOX NUMBER 71

FOR RECORDERS INDEX PURPOSES
INSERT ABOVE ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
9622 West Higgins Road
1B-C2-South
Rosemont, IL 60018

Prepared by Michael Shelly
140 S. Dearborn

7222962

90596688

EXHIBIT "A"
UNIT NO. 1B-5 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL
OF REAL ESTATE (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL): THAT
PART OF LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT, THENCE SOUTH 15
DEGREES 48 MINUTES 15 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT,
A DISTANCE OF 325.60 FEET TO BEAD IN SAID LOT, THENCE SOUTH 65 DEGREES
47 MINUTES 10 SECONDS WEST 17.25 FEET; THENCE NORTH 49 DEGREES 11
MINUTES 45 SECONDS WEST 209.08 FEET MORE OR LESS, TO A LINE 89.0 FEET
EASTERLY, OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE
WESTERLY LINE OF LOT 1; SAID POINT OF INTERSECTION BEING THE PLACE OF
BEGINNING OF THIS DESCRIPTION; THENCE 18 DEGREES 52 MINUTES 32 SECONDS
WEST ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE DRAWN
NORTH 76 DEGREES 52 MINUTES 32 SECONDS EAST FROM A POINT ON THE
WESTERLY LINE OF LOT 1, 65.47 FEET NORTHERLY OF THE SOUTH WEST CORNER
OF SAID LOT, THENCE SOUTH 78 DEGREES 52 MINUTES 32 SECONDS WEST, 82.36
FEET, MORE OR LESS TO A LINE 17.67 FEET EASTERLY OF, AS MEASURED AT
RIGHT ANGLES AND PARALLEL WITH THE WESTERLY LINE OF LOT 1; THENCE SOUTH
18 DEGREES 52 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL
LINE 94.0 FEET, MORE OR LESS, TO ITS INTERSECTION, WITH A LINE DRAWN
NORTH 63 DEGREES 52 MINUTES 32 SECONDS EAST FROM A POINT ON THE
WESTERLY LINE OF SAID LOT 1, 24.0 FEET NORTHERLY OF SOUTH WEST CORNER
OF LOT 1; THENCE SOUTH 63 DEGREES 52 MINUTES 32 SECONDS WEST, 25.0
FEET, MORE OR LESS TO THE WESTERLY LINE OF LOT 1; THENCE NORTHERLY
ALONG THE WESTERLY LINE OF LOT 1, 526.33 FEET, MORE OR LESS TO THE
NORTH WEST CORNER OF SAID LOT; THENCE NORTH 90 DEGREES 00 MINUTES 00
SECONDS EAST ALONG SAID NORTH LINE, TO A POINT ON SAID NORTH LINE 208.0
FEET WEST OF THE NORTH EAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES
00 MINUTES 00 SECONDS EAST, 30.0 FEET, THENCE NORTH 90 DEGREES 00
MINUTES 00 SECONDS EAST 8.0 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00
SECONDS EAST, 30.0 FEET, MORE OR LESS TO A LINE 176.08 FEET WESTERLY,
AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EASTERLY LINE OF SAID
LOT 1; THENCE SOUTH 15 DEGREES 48 MINUTES 15 SECONDS WEST ALONG THE
LAST DESCRIBED PARALLEL LINE 148.53 FEET, MORE OR LESS, TO ITS
INTERSECTION WITH A LINE DRAWN SOUTH 49 DEGREES 11 MINUTES 45 SECONDS
EAST FROM THE PLACE OF BEGINNING; THENCE NORTH 49 DEGREES 11 MINUTES 45
SECONDS WEST, 29.33 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, IN
GRIZAFFI AND FALCONE EXECUTIVE ESTATES, BEING A SUBDIVISION IN THE
NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS
ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY GRIZAFFI AND FALCONE
CONTRACTORS, INC., A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF
THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 20130740 TOGETHER
WITH AN UNDIVIDED PERCENT INTEREST IN SAID DEVELOPMENT PARCEL
(EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE LAND, PROPERTY AND
SPACE KNOWN AS UNITS 1AN TO 1HN, 2AN TO 2HN, 3AN TO 3HN AND 1AS TO 1HS,
2AS TO 2HS, 3AS TO 3HS AS SAID UNITS ARE DELINEATED ON SAID SURVEY.

Permanent Real Estate Tax #12 04 204 054 1026

Commonly known as: 9622 West Higgins Road
1B C2 South
Rosemont, IL 60018

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This Rider attached to and made a part of that certain Trust Deed between American National Bank and Trust Company of Chicago as trustee under Trust Agreement dated January 20, 1988 and known as trust #10436400 and Chicago Title and Trust Company as trustee dated January 20, 1988

In addition to all of the other terms and conditions herein, or in the Note for which this Trust Deed is given as security, in the event of the sale, assignment or transfer of any of the right, title or interest in the real property described in this Trust Deed which is part of the security for an installment Note of even date in the amount of Twenty-eight Thousand (\$28,000) Dollars, or in the event of the sale, assignment or transfer of the beneficial interest in the title holding trust, the holder of the Note may elect to treat such sale, assignment or transfer as a default under the terms of the Note or this Trust Deed and may accelerate the remaining principal balance due making such balance immediately due and payable in full. The terms and conditions of the Note are incorporated herein by reference.

The holder of the Note shall have the right to require the first party and its beneficiaries to deposit one-twelfth (1/12) of the estimated real estate taxes, which funds shall be used by the holder of the Note for the payment of future real estate taxes. No interest shall be paid on such deposits.

The Note may be prepaid in whole or in part at anytime without payment of premium or penalty.

Partial prepayments shall be applied to the last payment due and will not reduce the monthly payment stated in the Note.

This Rider attached to and made a part of that certain Trust Deed between American National Bank and Trust Company of Chicago as trustee under Trust Agreement dated January 20, 1988 and known as trust #10436400 and Chicago Title and Trust Company as trustee dated January 20, 1988