

TRUST DEED

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1988 MAY 16 PM 12: 03

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 10, 1988, between WILLIAM B. SULLIVAN AND MARIAN Q. SULLIVAN, his wife

HERITAGE STANDARD BANK AND TRUST COMPANY,

an Illinois banking corporation of 2400 W. 95th St., Evergreen Park, IL 60642, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9.75% per cent per annum in instalments as follows: ONE THOUSAND FIFTY NINE AND 36/100 (\$1,059.36)

Dollars on the First day of May 1988 and ONE THOUSAND FIFTY NINE AND 36/100-

Dollars on the First day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the First day of April, 2003. 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 installment unless paid when due shall bear interest at the rate of 9.75% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Evergreen Park, 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 HERITAGE STANDARD BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 COUNTY OF COOK AND STATE OF ILLINOIS.

to wit: Unit No. 7710 in Oak Hills Condominium II as delineated on Survey of certain Lots parts thereof in Burnside's Oak Hills Country Club Village Subdivision in the South West 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Construction Company, a Corporation of Illinois, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 23771002; together with a percentage of the common North elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentage set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declarations as though conveyed hereby in Cook County, Illinois. P.I.N.

7710 Golf Drive, Palos Heights, IL. P.I.N.: 23-36-303-124-1045

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, appurtenances, 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, 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.

(SEAL) William B. Sullivan (SEAL) (SEAL) Marian Q. Sullivan (SEAL)

STATE OF ILLINOIS, County of Cook

SS. I, HELEN T. DUGNAN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William B. Sullivan and Marian Q. Sullivan, his wife who are 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 acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 29th day of April, A.D. 1988

1300

Helen T. Dugnan Notary Public.

71-53-876

88206949

RECORDERS OFFICE BOX NUMBER 386 BOY 933 - TH

INSTRUCTIONS
REVISED
CITY Evergreen Park, Illinois 60642

Standard Bank and Trust Company

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

7710 GOLF DRIVE

Palos Heights, IL 60463

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD. Vice President

THE INSTANT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION NO. 6912

1. Mortgages shall (1) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...

17. The mortgagor hereby waives any and all rights of redemption from sale under any order of sale or foreclosure of this Trust Deed...

18. In the event of the sale or transfer of the title or of the premises described herein, the holder of the beneficial interest...

19. The trustee shall release this trust deed and the lien thereon by power of attorney...

20. Upon or at any time after the date of this Trust Deed, the mortgagor shall pay to the trustee...

21. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

22. Mortgages shall be liable for the payment of all general real estate taxes and every month during the term of said loan...

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Property

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this10th..... day ofMarch....., 19.88...., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note toHERITAGE STANDARD BANK & TRUST COMPANY..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:7710 Golf Drive, Palos Heights, Illinois.....
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:Oak Hills Condominium II.....
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

William R. Sullivan(Seal).....
Borrower

Marion Q. Sullivan(Seal).....
Borrower

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01/28/2010