

TRUST DEED

1988 JUL 26 AM 11:31

88329317

THE ABOVE SPACE FOR RECORDERS USE ONLY

71 68 975 L

THIS INDENTURE, Made June 16, 1988, 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 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:

\$1,074.61 on the first day of August, 1988 and \$1,074.61 on the first 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 first day of July, 2003

12.00

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10 3/4 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 installment unless paid when due shall bear interest at the rate of the ~~maximum~~ 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

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, being and 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.

P.I. #27-03-309-009

This Instrument Prepared By: Joseph L. Scheurich 6316 S. Western Ave. Chicago, Ill 60636

88329317

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 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, 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 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 Marquette National Bank
E STREET 6316 South Western Avenue
L CITY Chicago, Illinois 60636
I
V
E
R
Y INSTRUCTIONS OR

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

14006 Charleston

Orland Park, Illinois

RECORDER'S OFFICE BOX NUMBER 300

TM

FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IMPORTANT

NOTARIAL PUBLIC STATE OF ILLINOIS

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

Given under my hand and Notarial Seal this 16th day of JUNE 1988

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...

STATE OF ILLINOIS COUNTY OF COOK SS

Attest Joseph L. Scheunrich Assistant Secretary

By Anne M. Scheunrich Vice President

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 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Marquette National Bank hereinafter referred to as "Trustee") by the Articles of Incorporation and the Bylaws of said Bank...

88329317