

TRUST DEED

① 341725

883500-19

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 22, 1988 between Capitol Bank and Trust, Chicago, Illinois, an Illinois Banking Corporation, 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 July 6, '88 and known as Trust Number 1542, herein referred to as "First Party" and CAPITOL BANK AND TRUST, of Chicago, IL 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 One Hundred Thousand Dollars (\$100,000)

made payable to ~~XXXXXX~~ CAPITOL BANK OF WESTMONT, WESTMONT, ILLINOIS 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 on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments as follows: One Thousand One Hundred and Five

Dollars on the 1st day of September 19 88 and One Thousand One Hundred and Five and 40/100-----

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 August, 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 instalment unless paid when due shall bear interest at the rate of 10.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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

CAPITOL BANK OF WESTMONT, WESTMONT, ILLINOIS 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: 88-350049

Lot 204 in Elm Terrace, being a Subdivision of the East 1/2 of the South East 1/4 of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian except the West 30 Rods in Cook County, Illinois

1011 E. 31st Street, LaGrange Park, IL

SEPT-61

\$12.25

70444 TRAN 1350 05/04/88 11:13:00

P.I. No. 15 28 429 024

883500-19

8721 E D * 88-350049

COOK COUNTY RECORDER

This instrument was prepared by Anthony W. Summers 1301 W. 22nd Street Oak Brook, IL 60521

which, with the property hereinafter described, is referred to herein as the "premises"

TOGETHER with all improvements, incumbrances, 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 now secondarily), and all apparatus, equipment, or articles now or hereafter therein or thereon used to supply heat, gas, or condensation, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, storm doors and windows, floor coverings, smaller beds, sunning floors and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on 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 terms 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 washing material substances on 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

DELIVERY INSTRUCTIONS

NAME Daniel Strobert
STREET 221 N. La Salle # 1741
CITY Chicago, IL 60601



\$12.00 MAIL

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

IMPORTANT

BARBARA A. JANKOWSKI, Notary Public, State of Illinois, My Commission Expires 5/2/92. Notary Public, 25th and ... July 19 88.

for the uses and purposes... The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. ...

Trust Officer: Sharon K. Crowley, John E. Houlihan. Assistant Trust Officer: ... This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the ...

CAPITOL BANK AND TRUST, CHICAGO, ILLINOIS, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY ...

1. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every ...

2. The trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall the trustee be obligated to record this trust deed or to execute any power herein given ...

3. The proceeds of any foreclosure sale of the premises shall be distributed and applied to the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph ...

4. The trustee or the holder of the note hereby secured making any payment hereunder shall be deemed to have made such payment to the trustee or the holder of the note ...

5. At the option of the holder of the note and without notice to the borrower, the trustee or the holder of the note may, at any time, ...

6. The trustee or the holder of the note hereby secured making any payment hereunder shall be deemed to have made such payment to the trustee or the holder of the note ...