

COOK COUNTY, ILLINOIS
FILED FOR RECORD

TRUST DEED

1989 SEP -6 PM 1:08

89416036

THE ABOVE SPACE FOR RECORDERS USE ONLY

Per 71-58-685 F2 (4)

THIS INDENTURE, Made August 22, 19 89, 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 August 09, 1989 and known as trust number 109-144-06, herein referred to as "First Party," and American National Bank of Melrose Park

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 Three Hundred Seventy Five Thousand and No/100 (\$375,000.00) 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 from August 22, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 per cent per annum in instalments as follows: Three Thousand Five Hundred Seventy Nine and 95/100 (\$3,579.95)

Dollars on the 22nd day of September 19 89 and Three Thousand Five Hundred Seventy Nine and 95/100 (\$3,579.95)

Dollars on the 22nd 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 22nd day of August 1994. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose 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 American National Bank of Melrose Park 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:

***The lien of this Trust Deed is subject and subordinate to the lien of Trust Deed recorded as document number 89416034

LOT 2 IN T AND C COMMERCIAL, UNIT NO. 1, BEING A RESUBDIVISION OF LOT 2 IN T AND C COMMERCIAL, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS EXCEPTING THAT PART THEROF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 243.28 FEET TO THE SOUTH EAST CORNER OF SAID LOT 2; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 299.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. **Legal description continues in

13.00

Commonly known as: 911 W. Higgins Rd., Schaumburg, Il. Exhibit "A" attached hereto.**

PIN 07-09-301-023-0000

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, inador beds, sawnings, 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 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 building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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 company of money 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

NAME American National Bank of Melrose Park
STREET 4159 Old River Road
CITY Schiller Park, Illinois 60176
OR
INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
911 W. Higgins Rd.
Schaumburg, Illinois

RECORDER'S OFFICE BOX NUMBER BOX 333 - TH

89416036

UNOFFICIAL COPY

Trustee

IS FILED FOR RECORD.

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

IMPORTANT

The Instrument Note mentioned in the within Trust Deed has been identified

American National Bank

My commission expires... Notary Public

Given under my hand and Notarial Seal this... day of August 2 1989

ASSISTANT SECRETARY

VICE PRESIDENT

American National Bank and Trust Company of Chicago

COURTY OF COOK STATE OF ILLINOIS Notary Public, State of Illinois L. M. SOVIENSKI My Commission Expires 6/21/92



IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee... has caused these present to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and the corporate seal to be hereunto affixed...

First party 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 person, except trustee or judgment creditors of the first party, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

1. This trust deed is executed by the American National Bank and Trust Company of Chicago, 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the American National Bank and Trust Company of Chicago or its officers, directors, agents, employees, or any individual acting herein, or to the performance of any governmental or official duty, or to the performance of any governmental or official duty, or to the performance of any governmental or official duty...

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EXHIBIT "A"

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 22028696 OVER THE FOLLOWING DESCRIBED AREA TO WIT:

COMMENCING AT THE INTERSECTION AT THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 210 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 100 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 25.00 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION, CONSTRUCTION, AND OPERATION OF A SIGN AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 2202869 OVER THE FOLLOWING DESCRIBED AREA TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 255 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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