

UNOFFICIAL COPY

This instrument was prepared by:
J. P. Wentling
341 S. Oak Park Avenue
Oak Park, Illinois 60304

TRUST DEED

89043927

THE ABOVE SPACE FOR RECORDERS USE ONLY A National Banking Association

THIS INDENTURE, Made December 27 1988, between ~~Suburban Trust & Savings Bank~~ ^{Lasalle National} ~~Suburban Trust and Savings Bank~~, an Illinois Corporation, 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 November 9, 1982 and known as trust number 105582, herein referred to as "First Party," and

Suburban Trust & Savings Bank an Illinois corporation 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 thirty thousand, Seventy four and 54/100-Dollars,

made payable to ~~BEARER~~ Suburban Trust & SAVINGS Bank 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 on the balance of principal remaining from time to time unpaid at the rate of Prime + 2 5/8 per cent per annum in installments as follows: Four thousand, two hundred twenty seven and 4/100 DOLLARS on the 3rd day of April quarter 19 89, and Four two hundred, twenty seven DOLLARS/100 on the 3rd day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if no sooner paid, shall be due on the 3rd day of January 19 90, 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 seven per cent per annum,*

~~in installments as follows: on the day of 19, and on the day of each month thereafter to and including the day of 19, with a final payment of the balance due or the day of 19, together with interest on the principal balance from time to time unpaid at the rate of per cent per annum, payable with and at the time for and in addition to each of the said principal installments; provided that each of said installments of principal shall bear interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such place in Oak Park, Illinois, as the holder or holders of the note may from time to time in writing appoint, and in absence of such appointment, then at the office of Suburban Trust & Savings Bank in the Village of Oak Park, in the State of 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:

Lot 8 and Lot 7 (except the Northwest 20 feet) in William Brittigan's Sunset Ridge Golf Club Addition being a subdivision of the South 1/2 of the Southwest 1/4 and the Northwest 1/4 (except the North 5 Acres thereof) and also that part of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 lying Westerly of Happ Road and the North 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. # 04-13-111-012-013

Address: 1042 Happ Road, Northfield, Illinois 60093

THIS MORTGAGE IS A ~~TRUST~~ MORTGAGE

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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, in-door beds, awnings, gloves 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 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 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 claim 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) comply 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

DELIVERY INSTRUCTIONS
NAME: LOCK BOX
STREET: No. 427
CITY: OAK PARK, ILLINOIS 60304
OR
J. P. WENTLING
341 S. OAK PARK AVENUE
OAK PARK, ILLINOIS 60304

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

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NOTE: If interest is payable in addition to stated instalments, strike out from * to * If stated instalments include interest, strike out from 1 to 1.

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