

TRUST DEED

1989 JUN 13 PM 2:04

89267406



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 1st 19 89, between DONALD C. DAHM

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty-five Thousand (\$65,000.00)..... Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER ARNOLD T. HENDERSON

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 11.5% percent per annum in instalments (including principal and interest) as follows:

Seven Hundred Sixty (\$760.00)..... Dollars or more on the 1st day of July 1989 and Seven Hundred Sixty (\$760.00)..... Dollars or more 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 July, 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 14.5 per annum, and all of said principal and interest being made payable at such banking house or trust company in Wheeling 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 ARNOLD T. HENDERSON in said City, 200 Sumac Road, Wheeling, IL 60090.

NOW, THEREFORE, the Mortgagors 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 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 successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Wheeling COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit 13 in H.S.H. Business Condominium, as delineated on the plat of survey of the following described real estate (taken as a tract): Lot 1 in First Addition to H.S.H. Properties resubdivision, a resubdivision in the North East 1/4 of Section 2, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit 'A' to the Declaration of Condominium recorded November 28, 1986 as Document 86566759 together with its undivided percentage interest in the common elements. P.I.N. 03-02-200-096-1013

This is not Homestead Property

Prepared by: Atty R.F. Moore, 700 N. Wolf Rd., Wheeling, IL 60090

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 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, 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 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 covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) 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) [Signature: Donald C. Dahm] (SEAL)

(SEAL) _____ (SEAL)

STATE OF ILLINOIS, } I, M. Katherine Williams
 } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK } THAT DONALD C. DAHM

who _____ personally known to me to be the same person _____ whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and

OFFICIAL Notary Seal for the uses and purposes therein set forth.
M. KATHERINE WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/19/92

_____ hand and Notarial Seal this 1st day of June 1989.

[Signature: M. Katherine Williams] Notary Public

Notarial Seal

72-12-663 DB

89267406

12 00

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:

700 N. W. 2nd St.
Chicago, Ill.

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____

By _____ Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY, Trustee.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; (b) upon request, furnish to Trustee or to holders of the note duplicate receipts for the repairs, restoration or rebuilding; (c) in the event of default, immediately pay in full the amount of the loss or damage, and shall pay to Trustee or to holders of the note a sum equal to the amount of the loss or damage, and shall deliver a duplicate receipt therefor; (d) in the event of default, immediately pay in full the amount of the loss or damage, and shall deliver a duplicate receipt therefor.

2. Mortgages shall pay before any general taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

3. Mortgages shall pay before any general taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

4. In case of default, Trustee or the holder of the note may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note.

5. The Trustee or the holder of the note hereby secures the payment of all taxes and assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any or all of the obligations hereunder, and (b) when default shall occur and continue for three days in the making of any or all of the obligations hereunder, and (c) when the principal or interest on the note, or (d) when default shall occur and continue for three days in the performance of any or all of the obligations hereunder, and (e) when the principal or interest on the note, or (f) when default shall occur and continue for three days in the performance of any or all of the obligations hereunder.

7. When the indebtedness is hereby secured shall become due and payable, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereof.

8. The Trustee or the holder of the note may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note, and may, but need not, make any payment or perform any act herebefore required for the note.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and in the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured, such successor trustee may accept as the genuine note herein described without any note which bears an identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the original note, and it has never been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and in the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured, such successor trustee may accept as the genuine note herein described without any note which bears an identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the original note, and it has never been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of or through Mortgagee, and the word "Mortgages" when used herein shall have the identical title, powers and authority as are herein given Trustee.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

89267406