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TRUST DEED

89301934

THE ABOVE SPACE FOR RECORDERS USE ONLY

Order # 29693

THIS INDENTURE, Made June 29 1989, 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 June 1, 1989 and known as trust number 108628-03, herein referred to as "First Party," and

Chicago Title and Trust Company 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 MILLION AND NO/100 DOLLARS (\$1,000,000.00)

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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 14.25% per cent per annum in instalments as follows:

On demand if demand not made then Interest Only Payable Quarterly

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 day of 19

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 14.25% per cent per annum, 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 absence of such appointment, then at the office of Water Tower Bank 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, remove, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit "A" attached hereto and made a part hereof

P.I.N. 06-25-201-006; 06-25-201-007 c/k/ 800S. Barrington, Streamwood, IL

\* Loan shall bear interest at the rate of Two Percent (2%) per annum in excess of the Bank's Prime Rate, said rate being the highest Prime Rate as published daily in the "Money Rates" section of THE WALL STREET JOURNAL, payable quarterly, which rate of interest shall increase or decrease in a total amount equal to the amount by which the Prime Rate increases or decreases from time to time.

DEPT-01 RECORDING 14-222 TRAN 3086 07/03/89 13:09:00

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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, 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 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 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 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 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, and 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

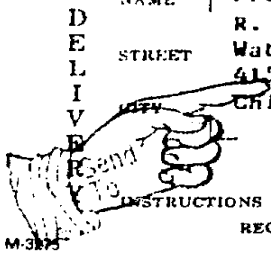
NAME Prepared by & Mail to:

R. Kent Windeguth  
Water Tower Bank  
415 N. LaSalle  
Chicago, IL 60610

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

800 S. Barrington Rd.,  
Streamwood, IL



OR

RECORDERS OFFICE BOX NUMBER

14 Mail



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EXHIBIT A 3 9 1 9 3 4

## LOT 2

Part of the East half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter (NE 1/4), Four hundred Sixty-Two and Fifteen One-Hundredths (462.15) feet;

Thence West, Fifty (50.00) feet;

Thence South, parallel with said east line, Thirty-Eight and Fifty-Eight One-Hundredths (38.58) feet to the point of beginning of the hereinafter described tract of land;

Thence North 45°00'00" West, Forty-Nine and Fifty One-Hundredths (49.50) feet;

Thence West, One Hundred Three and Eight-Six One-Hundredths (103.86) feet;

Thence South, 45°00'00" West, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

Thence South, parallel with the east line of said Northeast Quarter (NE 1/4), Two Hundred Twelve and Seventy One-Hundredths (212.70) feet;

Thence East One Hundred Sixty-Three and Eighty-Six One-Hundredths (163.86) feet to a point Fifty (50.00) feet west of the said east line of the Northwest Quarter (NW 1/4);

Thence North, parallel with said east line, Two Hundred Two and Seventy One-Hundredths (202.70) feet to the point of beginning.

Containing 0.87 acres, more or less. Situated in Cook County, Illinois.

## LOT 3

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter (NE 1/4), Four Hundred Sixty-Two and Fifteen One-Hundredths (462.15) feet;

Thence West, Fifty (50.00) feet;

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Thence South, parallel with said east line, Four Hundred One and Twenty-Eight One-Hundredths (401.28) feet to the point of beginning of the hereinafter described tract of land;

Thence West, One Hundred Sixty-Three and Eighty-Six One-Hundredths (163.86) feet;

Thence South, parallel with said east line, One Hundred Seventy-Five (175.00) feet;

Thence South 45°00'00" East, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

Thence East, One Hundred Thirteen and Eighty-Six One-Hundredths

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(113.86) feet to a point Seventy-Five (75.00) feet West of the said east line of the Northwest Quarter (NW 1/4);

Thence North 45'00'00" East, Thirty-Five and Thirty-Six one Hundredths (35.36) feet to a point Fifty (50.00) feet West of the said east line;

Thence North, parallel with said east line One Hundred Seventy-Five (175.00) feet to the point of beginning.

Containing 0.74 acres, more or less. Situated in Cook County, Illinois.

## LOT 4

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South (Assumed Bearing) along the east line of said Northeast Quarter, One Thousand Four Hundred Eight and Sixty-Five One-Hundredths (1408.65) feet to the easterly extension of the north line of Ramblewood Drive;

Thence West, along said easterly extension and north line, Fifty (50.00) feet;

Thence North, parallel with said east line of the Northeast Quarter (NE 1/4), Thirty-Eight and Fifty-Eight One-Hundredths (38.58) to the point of beginning of the hereinafter described tract of land;

Thence continuing North, parallel with said east line, One Hundred Forty-Five and Seventy-Eight One-Hundredths (145.78) feet;

Thence West, One Hundred Sixty-three and Eighty-Six One Hundredths (163.86) feet;

Thence South, parallel with said east line, One Hundred Fifty-Five and Seventy-Eight One-Hundredths (155.78) feet;

Thence South 45'00'00" East, Thirty-five and Thirty-Six One Hundredths (35.36) feet;

Thence East, One Hundred Three and Eighty-Six One-Hundredths (103.86) feet to a point Eighty-Five (85.00) feet West of the said east line of the Northwest Quarter (NW 1/4);

Thence North 45'00'00" East, Forty-Nine and Fifty One-Hundredths (49.50) feet to the point of beginning.

Containing 0.66 acres, more or less. All situated in Cook County, Illinois.

P.I.N.: 06-25-201-006  
06-25-201-007  
(Subject to partition)

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Subject to and benefiting from restrictions, agreements, easements and conditions of record, all Development Agreement(s) with the Village of Streamwood, and the Development Agreement executed with Wal-Mart Properties, Inc., dated May 11, 1989.

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