

TRUST DEED

89337340

VPB - 6/65 - No. 10

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THIS INDENTURE, Made this 27th day of June 19 89, between VILLA PARK TRUST & SAVINGS BANK, 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 Company in pursuance of a Trust Agreement dated 11-30-72 and known as trust number 311, herein referred to as "First Party," and VILLA PARK TRUST & SAVINGS BANK an Illinois corporation herein referred to as Trustee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Fifty Thousand & no/100-- Dollars (\$ 50,000.00), made payable to BEARER VILLA PARK 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 and payable, installments as follows: \$1,041.66 + int on the 27th day of July 19 89 and \$1,041.66 + int or more on the 27th day of each and every month thereafter until said sum is fully paid. Each monthly installment shall be applied first on interest and then on principal.

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 Town of Berwyn, County of Cook and State of Illinois, to-wit:

Lots 2, 3, 4 and 5 in Block 3 in Walter C. McIntosh's Oak Park Avenue Addition, a Subdivision of the North three quarters (except the South 20 acres thereof) of the West half of the South East quarter of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Parcel No.: 16-30-402-002-0000, 16-30-402-003-0000, 16-30-402-004-0000 & 16-30-402-005-0000 for the property commonly known as 6638-6644 26th St., Berwyn, Illinois 60402.

DEPT 44 112.00  
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8074 : E - 89 - 337340  
COOK COUNTY RECORDER

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together with all subsequent renewals, substitutions, replacements and additions.

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, inlaid ponds, 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 a constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses 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 within 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 note; (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 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case

M A I L T O NAME VILLA PARK TRUST & SAVINGS BANK STREET 10 S. Villa Avenue CITY Villa Park, Illinois 60181

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 12208

124/E

89337340 Trustee

