

UNOFFICIAL COPY

TRUST DEED

904219870

THIS INDENTURE WITNESSETH: That the Grantor
Brookfield Federal Bank as Trustee, U/T/A dated
11/09/87, Trust #219

90129870
THE ABOVE SPACE FOR RECORDER'S USE ONLY

of Orland Park in the County of Cook County
State of Illinois for and in consideration of the
sum of FOURTEEN THOUSAND ONE HUNDRED EIGHTY-ONE AND NO/100 (\$14,181.00)
in hand paid, CONVEYS and WARRANTS TO Old Kent Bank N. A.
Elmhurst
of Elmhurst in the County of DuPage in the State of
Illinois and to its Successors in Trust hereinafter named, the following
described Real Estate, with all buildings and improvements now and hereafter erected or located
thereon, including all heating, lighting, gas and plumbing apparatus and fixtures, and everything ap-
purtenant thereto, together with all rents, issues, and profits of said premises, situated in the County
of Cook County and State of Illinois, to-wit:

Parcel 1:

Parcel 297 in Crystal Tree 3rd Addition, being a subdivission of parts
of Lots 107, 105 and 213 in Crystal Tree, being a subdivision of part
of the East 1/2 of Section 8, Township 36 North, Range 12 East of the
Third principal meridian, in Cook County, Illinois.

Parcel 2:

Private roadway easement appurtenant to and for the benefit of Parcel
1 over Lot 215, for ingress and egress, as set forth in the declara-
tion recorded March 24, 1988 as document number 88121062 and re-
recorded April 28, 1988 and document number 88178671.

Parcel 3:

Private roadway easement appurtenant to and for the benefit of Parcel 1 over Lot 475 for
ingress and egress as set forth in the declaration recorded March 24, 1988 as document
number 88121062 and re-recorded April 28, 1988 as document number 88178671.

Permanent Tax I.D. # 27-08-209-030

Common Address: 14448 Golf Road
Orland Park, Illinois 60462

DEPT-01 RECORDING \$14.25
T#3333 TRAN 2448 03/23/90 12:42:00
#3780 # C *-90-129870
COOK COUNTY RECORDER

Heroby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois

IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS, the Grantor, Brookfield Federal Bank as Trustee

justly indebted upon a Promissory Note in the principal amount of FOURTEEN THOUSAND ONE
HUNDRED EIGHTY-ONE AND NO/100 (\$14,181.00)

bearing even date herewith, payable to the order of Old Kent Bank N. A.

as Trustee and duly delivered at Old Kent Bank N. A. Elmhurst, in
Elmhurst, Illinois with interest from 03/07/90 at the rate of 11.750 %
per annum on the unpaid balance until paid, said principal and interest
to be payable in instalments as follows: THREE HUNDRED THIRTEEN AND
22/100 Dollars (\$313.22) on 04/01/90 and a like sum on the 1ST day of
each and every month thereafter until paid, shall be due and payable on
MARCH 1, 1995 with privilege of making additional payments on any
instalment payment date; in and by which said note it is provided that
in case of default in making payment of any instalment of principal or
of interest when due in accordance with the terms of said note, or in
case of a breach of any of the covenants or agreements herein
stipulated then the whole sum remaining unpaid together with accrued
interest thereon, shall, at once, at the election of the legal holder
of holders thereof, become immediately due and payable without notice.

-90 129870

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein provided,

and according to the tenor and effect of said note, or according to any agreement extending time of payment; (2) to pay all taxes and assess-
ments against such premises when and as the same become due and payable and on demand, to exhibit receipts therefor; (3) within sixty days after
destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that
waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire,
windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder
of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness;
and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the
grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or
title affecting said premises; and all money so paid, the grantor, agree, to repay immediately without demand, and the same, with interest
thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note is paid, and in case of foreclosure any
abstract together with attorney's opinion based thereon or Guaranty Title Policy and/or Mortgage Policy together with continuations thereof shall
become the property of the purchaser of said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all
earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon
from time of said breach, at seven per cent. per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of
said indebtedness had then matured by express terms.

RE TITLE SERVICES # 13-845

90129870

Handwritten initials/signature

UNOFFICIAL COPY

Date March 7, 1990 8 7 0

Trust Deed

~~THIS INSTRUMENT~~ is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Trustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right to security hereunder and that so far as the said trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally, but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to the day and year first above written.

CORPORATE
SEAL

BROOKFIELD FEDERAL BANK FOR SAVINGS
UNDER TRUST NO. 219 as aforesaid

and not personally

By [Signature]
Trust Officer

Attest [Signature]
Ass't Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Notarial Seal

I, the undersigned, a Notary Public in and for the County and State of aforesaid, DO HEREBY CERTIFY that the above named officers of the BROOKFIELD FEDERAL BANK FOR SAVINGS Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of March 1990.

[Signature]
Notary Public

My Commission Expires: 7/14/90

THIS INSTRUMENT WAS PREPARED BY
CLIFFORD SCOTT - BLENCK
c/o OLD KENT BANK N.A.
BELLGROVE, ILLINOIS 60113

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