

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

5-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

THIS INDENTURE, Made April 20 19 90, between Colonial Bank and Trust Company of Chicago, 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 4-13-90 and known as trust number 1742, herein referred to as "First Part," and COLONIAL BANK

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 AND 00/100 ----- (\$130,000.00) 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 10.50 per cent per annum in instalments as follows:

ONE THOUSAND TWO HUNDRED TWENTY SEVEN AND 44/100 ----- (\$1,227.44)

Dollars on the first day of June 19 90 and

ONE THOUSAND TWO HUNDRED TWENTY SEVEN AND 44/100 ----- (\$1,227.44)

Dollars on the first 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 first day of May

19 95. 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 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 holder of the note may, from time to time, in writing appoint, an in absence of such appointment, then at the office of COLONIAL 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, remise, 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:

Unit Number 5-7 in the Surrey Park West Townhome Condominium as delineated on a survey of the following described real estate:

Part of Lot 1 in Surrey Park Planned Unit Development, being a Subdivision of Part of the East 1/2 of Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 89247189, together with its undivided percentage interest in the common elements in Cook County, Illinois.

PIN: 08-08-401-048-0000

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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, radiator 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 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 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 mechanic's 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 buildings now or at any time in process of erection upon the premises, (5) to 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 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 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

DELIVERY INSTRUCTIONS

NAME: Colonial Bank
STREET: 5850 W. Belmont
CITY: Chicago, IL 60634
OR
RECORDER'S OFFICE BOX NUMBER: BOX 988 - TH

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1857 White Oak
Arlington Heights, IL
This Instrument prepared by:
M. Figiel/Colonial Bank
(Name)
5850 W. Belmont, Chicago, IL 60634
(Address)

90190019

NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE IN ANY INSTRUMENT FILED FOR RECORD

The instrument No. mentioned in the within Trust Deed has been identified herewith

IMPORTANT

My commission expires

Notary Public

16th April 1990

DO HEREBY CERTIFY that the undersigned Barbara A. Bernardini, Trust Administrator and Lorraine Nagle, Trust Administrator, respectively, appeared before me this day and acknowledged that they signed and delivered the said instrument to me for recording and that they are the true and lawful owners of the premises described therein and that they are not subject to any lien or encumbrance of any kind...

By Barbara A. Bernardini, Trust Administrator and Lorraine Nagle, Trust Administrator

Colonial Bank and Trust Company of Chicago

THIS TRUST DEED is recorded by the Colonial Bank and Trust Company of Chicago, not personally but as trustee in the exercise of the power and authority conferred upon it by the Trust Agreement and it is a special instrument and should not be recorded in the ordinary course of business...

* SEE TRUST RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

1. The word "note" used in this instrument shall mean any instrument which is secured by the power and authority conferred upon the trustee by the Trust Agreement and which is recorded in the office of the Recorder or Registrar of Deeds of the County in which the premises are situated...

STANDARD

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RIDER ATTACHED TO TRUST DEED DATED APRIL 20, 1990 SECURING AN
INSTALLMENT NOTE IN THE AMOUNT OF \$130,00.00 TO COLONIAL BANK,
HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of
the Trustee or Holder of the Note if the premises specifically
described in this Trust Deed are assigned, sold or transferred in
any manner, including but not limited to deed, assignment, bill
of sale or Articles of Agreement, without prior written
acknowledgement of the Trustee or Holder of the Note; prepayment
by the First Party to be made without penalty.

2. The amount due hereunder may be accelerated at the option of
the Holder of the Note secured hereby if there is filed by or
against First Party, Beneficiaries of the aforesaid trust, or
Guarantors, or any affiliate or subsidiary of any such First
Party, Beneficiaries, or Guarantors a petition in bankruptcy or
insolvency or for reorganization or for the benefit of creditors
unless within thirty (30) days after such occurrence, the
proceeding is dismissed.

3. The amount due hereunder may be accelerated at the option of
the Trustee or Holder of the Note if the premises specifically
described in this Trust Deed or any portion thereof is abandoned,
vacated, or left unattended by the First Party or the Guarantors
thereof.

4. The First Party, each Guarantor hereof and each Beneficiary
of First Party shall provide the Holder of the Note secured
hereby within 5 days of the receipt thereof, with all
information on any incident which may cause a material adverse
change in the financial condition of First Party, any such
Guarantor, or Beneficiary or any affiliate or subsidiary of any
such First Party, Guarantor, or Beneficiary. Information as
used herein shall include, but not be limited to changes in
financial condition, claims, lawsuits, bankruptcies, tax
assessments and/or death.

Colonial Bank, as Trustee
Under Trust Agreement dated
April 11, 1990 and known
as Trust No. 1142 and not
personally

BY: *Barbara A. Bernardini*
Barbara A. Bernardini, Trust Officer

ATTEST:

Lorraine Nagle
Lorraine Nagle, Trust Administrator

THIS INSTRUMENT IS THE PROPERTY OF COLONIAL BANK AND IS TO BE
RETURNED TO COLONIAL BANK UPON THE DEMAND OF COLONIAL BANK
OR ITS SUCCESSORS, ASSIGNS, OR AGENTS. IT IS NOT TO BE
REPRODUCED, COPIED, OR IN ANY MANNER DISSEMINATED TO ANY
PERSON OTHER THAN THE PARTIES TO THIS INSTRUMENT. ANY
REPRODUCTION, COPYING, OR DISSEMINATION TO ANY PERSON
OTHER THAN THE PARTIES TO THIS INSTRUMENT IS STRICTLY
PROHIBITED.

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