

Prepared by and mail to:  
Ed Derrule

American National Bank of Melrose Park  
4159 Old River Road

# TRUST DEED

Schiller Park, IL 60176

# UNOFFICIAL COPY

1990 JUN - 5 AM 11:35

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THE ABOVE SPACE FOR RECORDERS USE ONLY

5865-LS-PL

THIS INDENTURE, Made May 30, 19 90, 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 August 9, 1989 and known as trust number 109-144-06, herein referred to as "First Party," and American National Bank of Melrose Park

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 seven hundred nine thousand one hundred and NO/100 (\$709,100.00) DOLLARS

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 May 30, 1990 on the balance of principal remaining from time to time unpaid at the rate of

10.5 per cent per annum in instalments as follows: six thousand six hundred ninety five and 19/100 (\$6,695.19)

Dollars on the 30th day of June 1990 and six thousand six hundred ninety five and 19/100 (\$6,695.19)

Dollars on the 30th 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 30th 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 ten per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 American National Bank of Melrose Park 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 situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE EXHIBIT A

ATTACHED HERETO AND INCORPORATED BY REFERENCE

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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, indoor 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 covenants 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 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 note; (4) comply within a reasonable time any building or building code regulations now or at any time in process of creation 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 liability attaches all general taxes, 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 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	Edward Derrule
STREET	American National Bank of Melrose Park 4159 Old River Road Schiller Park, IL
CITY	60176
INSTRUCTIONS	BOX 413-06 OR RECORDER'S OFFICE BOX NUMBER 333

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

911 W. Higgins  
Schaumburg, Illinois



# UNOFFICIAL COPY

PARCEL 1:  
LOT 2 IN Y AND C COMMERCIAL, UNIT NO. 3, BEING A RESUBDIVISION OF LOT 2  
IN Y AND C COMMERCIAL, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE  
SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY,  
ILLINOIS EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTHWARD

ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15  
SECONDS EAST, A DISTANCE OF 243.28 FEET TO THE SOUTH EAST CORNER OF  
SAID LOT 2; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH  
86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET;  
THENCE NORTHWARD ALONG A LINE OF SAID LOT 2, NORTH 00 DEGREES 40  
MINUTES 44 SECONDS EAST, A DISTANCE OF 299.78 FEET TO A POINT ON THE  
NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHERLY RIGHT OF WAY LINE OF  
HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, SOUTH 71  
DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE  
POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:  
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS RESERVED  
IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT  
DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN  
MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25,  
1972 AS DOCUMENT 22028696 OVER THE FOLLOWING DESCRIBED AREA TO WIT:  
COMMENCING AT THE INTERSECTION AT THE WEST LINE OF THE EAST 1/2 OF THE  
SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 WITH THE  
SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG  
SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 210 FEET  
TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH  
THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9,  
TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 125.00 FEET; THENCE EASTERLY  
ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF  
100 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST  
DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE  
SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF  
25.00 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST  
DESCRIBED COURSE, A DISTANCE OF 57 FEET; THENCE NORTHERLY ALONG A LINE  
PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST  
LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41  
NORTH, RANGE 10, A DISTANCE OF 87 FEET TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE SAID  
SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 45 FEET TO  
THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:  
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION,  
CONSTRUCTION, AND OPERATION OF A SIGN AS RESERVED IN DEED FROM LA SALLE  
NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964  
AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN MOTORS SALES CORPORATION  
DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 22028696  
OVER THE FOLLOWING DESCRIBED AREA TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE  
SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 OF THE  
SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG  
SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 255 FEET  
TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH  
THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9,  
TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 25.00 FEET; THENCE  
SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY  
LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG A  
LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4  
OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID  
SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET,  
TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N # 07-09-022-0000

COMMONLY KNOWN AS: 911 West Higgins  
Schaumburg, IL 60196

90260903