

TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made June 25, 1990, between FIRST BANK & TRUST COMPANY OF / an Illinois 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 October 5, 1978 and known as Trust Number 10-1208, herein referred to as "First Party," and PURITAN ENTERPRISES, INC. an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, Virgil M. West and Sandra Jean West have executed a certain promissory note of even date herewith payable to PURITAN FINANCE PLAN, INC., an Illinois corporation.

NOW THEREFORE, at the direction of the beneficiaries under the above-described Trust Agreement, First Party promises to pay out of the portion of the Trust Estate subject to the Trust Agreement and hereinafter specifically described the said sum of Twenty three thousand two hundred twenty and no/100 (\$23,220.00) DOLLARS in installments as follows: Three hundred eighty seven and no/100 (\$387.00) DOLLARS on the 29th day of July, 1990, and Three hundred eighty seven and no/100 (\$387.00) DOLLARS on the 29th 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 29th of June, 1995, and all of said principal and interest being made payable at such place in Chicago, Illinois as the holder or holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of PURITAN FINANCE PLAN, INC., 65 West Monroe Street 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:

Lots 1, 2 and 5 in Block A in Town of Palatine, a Subdivision in the South East 1/4 of Section 15, and the South West 1/4 of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded December 7, 1855 in Block 98 of Maps, Page 28. Lot 7 (except the Southerly 26.6 feet) in said Block "A" in Joel Woods Addition to Town of Palatine, aforesaid, in Cook County, Illinois.

DEPT-01 RECORDING 614.25
T#9799 TRAN 9748 07/02/90 14:23:00
43484 G *-90-316342
COOK COUNTY RECORDER

PIN: 02-15-413- 004(Lot 2), 005(Lot 1), 006(Lot 5), 007(Lot 7) which, with the property hereinafter described, as 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 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO: PURITAN FINANCE PLAN, INC.
55 West Monroe Street
Suite 3890
Chicago, Illinois 60603

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
108 N. Brockway
Palatine, Illinois

THIS INSTRUMENT PREPARED BY: James J. McDonough, 55 W. Monroe St., Chicago, IL 60603

1425

90316342

free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth and the said Assistant Trust Officer, then and there acknowledge that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of June A.D. 19 90.

"OFFICIAL SEAL"
ELFRIEDA BARANEK
Notary Public, State of Illinois
My Commission Expires 9/17/91

Elfrieda Baranek
Notary Public

Property of Cook County Clerk's Office
90315342

This Trust Deed dated June 28, 1990 to Puritan Enterprises, Inc., as Trustee is executed by First Bank and Trust Company of Illinois, Palatine, Illinois, not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with the instrument that has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said Trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois, Palatine, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated October 5, 1978 and known as Trust Number 10-1208, caused these present to be signed by its Trust Officer and Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this _____ day of _____ 19____.

FIRST BANK AND TRUST COMPANY OF ILLINOIS
Palatine, Illinois as Trustee under Trust No. 10-1208

BY: _____
TRUST OFFICER

ATTEST: _____
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the FIRST BANK and TRUST COMPANY OF ILLINOIS are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's 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

Date

Notarial Seal

Notary Public

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. SL 2560

BY **PURITAN ENTERPRISES, INC.** TRUSTEE

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