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COOK COUNTY, ILLINOIS
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TRUST DEED

90383690

THE ABOVE SPACE FOR RECORDERS USE ONLY

W. A. L. A. D.
APR 20 1990

THIS INDENTURE, Made October 21, 1988, between F/k/a The Wilmette Bank u/t/a, dated 11-1-84, Trust #TWB-0336, 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 11-1-84 and known as trust number TWB-0336, herein referred to as "First Party," and Avenue Bank and Trust Company of Oak 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 Twenty Six Thousand and no/100 (\$26,000.00)

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 October 21, 1988 on the balance of principal remaining from time to time unpaid Fifty Nine (59) Principal plus Interest of \$381.24 and One (1) Final payment of \$17,326.63 and any remaining principal plus interest, commencing December 1, 1988, with a maturity date of November 1, 1993

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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 * , and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, an in absence of such appointment, then at the office of All American Bank of Chicago 3611 N. Kedzie, 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 the 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, quit and convey unto the Trustee, its successors and assigns, the following described Real Estate Sitings, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT NO. 4594 IN ELK GROVE VILLAGE SECTION 15, BEING A SUBDIVISION IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON AUGUST 21, 1967 AS DOCUMENT NUMBER 20236026 IN COOK COUNTY, ILLINOIS
PERMANENT TAX I.D.#08-32-320-005
COMMONLY KNOWN AS: 1147 LEICESTER RD., ELK GROVE VILLAGE, ILLINOIS

*ALL AMERICAN BANK OF CHICAGO'S PRIME RATE OF INTEREST PLUS ONE (1%) PERCENT PER ANNUM, INITIALLY BEING ELEVEN (11.0%) PERCENT HEREON,
DEFAULT RATE SHALL BE ALL AMERICAN BANK OF CHICAGO'S PRIME RATE OF INTEREST PLUS FOUR (4.0%) PERCENT PER ANNUM, INITIALLY BEING FOURTEEN (14.0%) PERCENT HEREON
THE INTEREST RATE SHALL HAVE A FLOOR RATE OF NINE AND ONE HALF (9.50%) PERCENT AND A CEILING OF TWELVE AND ONE HALF (12.50%) PERCENT PER ANNUM

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, appurtenances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, matted 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 in 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 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 repairing or replacing 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 JOHN L. FRIEBURG, III
ALL AMERICAN BANK OF CHICAGO
STREET 3611 N. KEDZIE
CITY CHICAGO, ILLINOIS 60618
OR
RECORDER'S OFFICE BOX NUMBER 333

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1147 LEICESTER RD.
ELK GROVE VILLAGE, IL, 60007
This instrument prepared by:
P. Steffensen
All American Bank of Chicago
3611 N. Kedzie, Chicago, Illinois

IMPORTANT

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

My commission expires May 9, 1988

Given under my hand and Notarial Seal this 21st day of October 1988

Edna W. Ross, Notary Public in and for Cook County, Illinois, in the State of Illinois. Vice President and Secretary of First Illinois Bank of Wilmette, Inc. and its successors and assigns. My commission expires May 9, 1988.

STATE OF ILLINOIS COUNTY OF COOK

ATTACHED EXPLANATION HEREIN IS INCORPORATED HERETO SECRETARY

By [Signature] Trust Officer

THIS TRUST DEED is secured by the real and personal property of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns.

Section 1. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns.

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Section 6. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns. The Trust is to be held in trust for the benefit of the Trust and its successors and assigns.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST ILLINOIS BANK OF WILMETTE or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

90383690

FIRST ILLINOIS BANK OF WILMETTE
WILMETTE, IL 60091

AS TRUSTEE UNDER TRUST NO. 708-0336
AND NOT PERSONALLY

BY [Signature]
VICE PRESIDENT & TRUST OFFICER