

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 2, 1991, between Suburban Trust and Savings Bank, 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 DECEMBER 20, 1990 and known as trust number 4396, herein referred to as "First Party," and

\*\*\*\*\* SUBURBAN TRUST & SAVINGS BANK \*\*\*\*\* an Illinois corporation 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

SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) Dollars, made payable to BEARER SUBURBAN TRUST & SAVINGS BANK

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 \$75,000.00

\*and interest on the balance of principal remaining from time to time unpaid at the rate of 10.5% per cent per annum on the 1st day of SEPTEMBER 1991, and EIGHT HUNDRED TWENTY-NINE & 05/100--DOLLARS

on the 1st 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 1st day of AUGUST 1996, 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 installment unless paid when due shall bear interest at the rate of 10.5% per cent per annum.

Installments as follows: on the 1st day of each month thereafter and including the final payment of principal and interest on the 1st day of AUGUST 1996, together with interest on the principal balance from time to time unpaid, payable with and at the place for and in addition to each of the said principal installments, provided that each of said installments of principal and interest being made payable at such place in OAK PARK, 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 SUBURBAN TRUST & SAVINGS BANK in the Village of Oak Park, in the State of Illinois.

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:

LOT 14 (EXCEPT THE NORTH 44 FEET AND EXCEPT THE SOUTH 80 FEET) IN BLOCK 3 IN CHRISTIAN SCHMIDT'S SUBDIVISION OF THE SOUTH WEST 10 ACRES OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-06-317-023-0000

PROPERTY ADDRESS: 509 MARION STREET, OAK PARK, ILLINOIS 60302

13.00

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, 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 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 improvements 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 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 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 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 SUBURBAN TRUST & SAVINGS BANK
STREET 840 SOUTH OAK PARK AVENUE
CITY OAK PARK, ILLINOIS 60304
INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER BOX 333

FOR RECORDERS INDEX PURPOSES
INHERIT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
509 MARION STREET
OAK PARK, ILLINOIS 60302

THIS INSTRUMENT WAS PREPARED BY
R. MYLES
SUBURBAN TRUST & SAVINGS BANK
840 S. OAK PARK AVENUE
OAK PARK, ILLINOIS 60304

7318209

7318209

91404779

NOTE: If interest is payable in addition to stated installments, strike out from 1 to 1. If stated installments include interest, strike out from 1 to 1.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

I M P O R T A N T

NOTARY PUBLIC, STATE OF ILLINOIS  
DOLORES A. SHEA  
OFFICIAL SEAL  
MY COMMISSION EXPIRES 12/29/94

The Instrument No mentioned in the within Trust Deed has been identified herewith under Identification No 71969

Notary Public

Given under my hand and Notarial Seal this 19th day of August 1991

Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Cashier, 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 Bank as Trustee and Assistant Cashier, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that said Assistant Cashier, as a qualified officer of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee and Assistant Cashier, for the uses and purposes therein set forth.

Vice-President of the SUBURBAN TRUST AND SAVINGS BANK, and

Michaelaine Manos

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Dolores A. Shea

Attest: *[Signature]*

VICE-PRESIDENT

By *[Signature]*

SUBURBAN TRUST AND SAVINGS BANK AS TRUSTEE AS ATRUSTEE AND NOT PERSONALLY,

and in corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

IN WITNESS WHEREOF, Suburban Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, Michaelaine Manos, and its Assistant Cashier, the day and year first above written.

THIS TRUST DEED is executed by the Suburban Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Suburban Trust and Savings Bank, hereby warranting that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in any instrument which may hereafter be executed by or on behalf of the Suburban Trust and Savings Bank, shall constitute a collateral assignment of a lien or encumbrance without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance

subordinate to this note and trust deed, (b) the execution of a collateral assignment of a lien or encumbrance without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this note and trust deed, (c) a transfer by

devise, descendant or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less, but containing an option to purchase.

Lender may, at Lender's option, declare all the sums secured by this note and trust deed to be immediately due and payable.

If all or any part of the property or an interest therein, including an absolute assignment of the beneficial interest in a land trust, is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this note and trust deed, (b) the execution of a collateral assignment of a lien or encumbrance without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this note and trust deed, (c) a transfer by

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