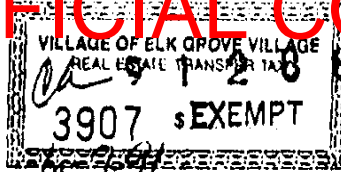


# UNOFFICIAL COPY



91288341



DEED IN TRUST

DEPT-01 RECORDING

\$14.70

THIS INDENTURE WITNESSETH, That the Grantor S, JAYANTI S. PATEL AND NALINI S. PATEL of the County of COOK of Ten (\$10.00) Dollars, and other good and valuable consideration in hand paid, Convey and warrant unto NBD TRUST COMPANY OF ILLINOIS, an Illinois Corporation,

as Trustee under the provisions of a trust agreement dated the 10th day of May, 19 91, known as Trust Number 2924-EG the following described real estate in the County of Cook and State of Illinois, to wit:

Legal Description attached hereto and made a part of this document.

Subject to general real estate taxes for the year 1990 and subsequent years; covenants; conditions; easements; and restrictions of record.

Common Address: 626 Carroll Square, Elk Grove Village, IL 60007

Permanent Property Tax Identification Number 08-21-404-034

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, to lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 98 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms and trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, but that at the time of delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only of the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

and grantor S hereby expressly waive and release any and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S stated by VG hereunder set their hand S and seal S on this JUNE day of 1991.

JAYANTI S. PATEL (Seal)  
NALINI S. PATEL (Seal)

At recording this instrument should be returned to NALINI  
NBD Trust Company of Illinois

This instrument was prepared by  
JOHN PAPADIA, 8303 West Higgins  
Chicago, IL 60631

John Papadia  
8303 West Higgins  
Chicago IL 60631

*[Handwritten signature]*

Exempt under provisions of Paragraph 1, Section 4-1.1 of the Real Estate Transfer Tax Act.

SAS

91288341  
11555716

# UNOFFICIAL COPY

State of ILLINOIS

County of COOK

I, John Papadia, a Notary Public in and for said County,

in the state aforesaid, do hereby certify that JAYANTI S. PATEL AND  
NALINI J. PATEL, HIS WIFE

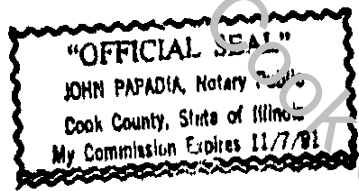
personally known to me to be the same person S whose name S

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY

signed, sealed and delivered the said instrument as THEIR free and voluntary act,

for the uses and purposes therein set forth, including the release and waiver of the right of the right of homestead.

Given under my hand and notarial seal this 7 day of JUNE, 1991



[Signature]  
Notary Public

Cook County Clerk's Office

91068311

# UNOFFICIAL COPY

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## EXHIBIT A

PARCEL 1: THAT PART OF LOT 1 IN WILD OAK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF SAID SECTION 22, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT, 30.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT, (SAID EAST LINE HAVING A BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR THE PURPOSES OF THIS DESCRIPTION); THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID LOT, 140.00 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 66.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, 90.0 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 49.80 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 130.93 FEET; THENCE NORTH 57 DEGREES 14 MINUTES 29 SECONDS EAST, 215.54 FEET TO THE POINT OF BEGINNING, ACCORDING TO PLAT RECORDED MARCH 31, 1971, AS DOCUMENT NUMBER 21436102 IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 22245768 AND IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 22245769 FOR INGRESS AND EGRESS AS SET FORTH IN THE PLAT OF SURVEY RECORDED AS DOCUMENT NUMBER 21436102 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 626 Carroll Square, Elk Grove Village, Illinois

Permanent Real Estate Tax Index No: 08-21-404-034

31083341

County Clerk's Office

# UNOFFICIAL COPY

9 1 2 9 3 3 4 1

01288342

Permanent Real Estate Tax Index No. 08-21-404-034

Address of Property: 626 Carroll Square, Elk Grove Village, Illinois

585

SMS

MORTGAGE

DEPT-01 RECORDING \$24.50  
 112777 TRAN 9900 06/14/91 14:01:00  
 11965 : G \* 91-288342  
 COOK COUNTY RECORDER

THIS MORTGAGE made this 7th day of ~~May~~<sup>June</sup>, 1991 between NBD TRUST COMPANY OF ILLINOIS, an Illinois corporation, not personally but as Trustee under Trust Agreement dated May 10, 1991, and known as Trust No. 2924-EG (hereinafter called "Mortgagor"), and NBD ELK GROVE BANK, of Elk Grove Village, Illinois, a national banking association (hereinafter called "Mortgagee");

WHEREAS, JAYANTI S. PATEL and NALINI J. PATEL, his wife (hereinafter called "Borrowers") are the owners of 100 percent of the beneficial interest in, and the sole beneficiaries of Mortgage; and

\*\*Principal Installments of

WHEREAS, Borrowers have executed an Installment Note of even date herewith, in the principal sum of ONE HUNDRED EIGHTY NINE THOUSAND (\$189,000.00) DOLLARS payable to the order of Mortgagee at their place of business in Elk Grove Village, Illinois or at such other place as the holder of said Note may from time to time in writing designate, in and by which Note that said Mortgagor promises to pay the principal sum thereof with interest on the balance of principal remaining from time to time unpaid at a daily rate equal to the daily rate equivalent to .75 percent per annum (computed on the basis of a 360-day year and actual days elapsed) in excess of the rate of interest announced or published from time to time by Bank as its prime or equivalent rate of interest (the "Prime Rate"), in installments as follows:  
 \*\* One Hundred Ten (\$110.00) Dollars plus accrued interest on the 15th day of June, 1991, and One Hundred Ten (\$110.00) Dollars plus accrued interest on the 15th day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of May, 1996. This Note further provides that payments shall be applied first to interest due, then to the prepayment penalty, and then on account of the principal thereof.

J.S.P.  
N.J.P.

01-53319

Now this Mortgage witnesseth that Mortgagor, to secure payment of the indebtedness secured by the Installment Note described herein in accordance with the terms and provisions of the said Note and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar (\$1.00) paid by Mortgagee to Mortgagor, the receipt whereof is hereby acknowledged, Mortgagor, at the written direction of the Borrowers, does hereby grant, bargain, sell, convey and mortgage unto NBD Elk Grove Bank, of Elk Grove Village, Illinois, a national banking association, its successors and assigns, the real estate described in Exhibit "A" which is attached hereto and incorporated herein by reference, together with all fixtures appurtenant thereto, insofar as they now are or may hereafter belong to or be used with the said real estate or the buildings thereon, it being the intention of the parties hereto that, whether or not attached to said real estate, all

*J.H. Patel*