

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made JULY 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 FEBRUARY 7, 1991 and known as trust number 4415, 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

EIGHTY THOUSAND AND NO/100-----(\$80,000.00)-- 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 (\$80,000.00)

*and interest on the balance of principal remaining from time to time unpaid at the rate of 9.5% per cent per annum in installments as follows: SIX HUNDRED SEVENTY-TWO AND 68/100-----(\$672.68)-DOLLARS on the 1st day of AUGUST 1991, and SIX HUNDRED SEVENTY-TWO AND 68/100-----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 JULY 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 9.5% per cent per annum.

in installments as follows: ***** together with interest on ***** and all of said 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 then and there received, 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:

UNIT 206 IN 1040 ERIE CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 20,21,22,AND 23 IN CATHERINE GAUGLER'S RESUBDIVISION OF BLOCK 3 OF TIME'S SUBDIVISION OF BLOCK 3,4 AND 5 AND PART OF BLOCK 6 OF KETTLESTRING'S ADDITION TO HARLEM, BEING A SUB-DIVISION OF THE NORTHERN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 2, 1977 AND KNOWN AS TRUST NUMBER 22872 FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24258311 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES COOK COUNTY IL AS DOC # 2707710.

P.I.N. 16-07-108-041-1006

PROPERTY ADDRESS: (UNIT #206) 1040 ERIE STREET, OAK PARK, ILLINOIS 60304

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TOGETHER with all improvements, 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 window 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 here-in 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

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| D | NAME | SUBURBAN TRUST & SAVINGS BANK |
| E | STREET | 840 SOUTH OAK PARK AVENUE |
| L | CITY | OAK PARK, ILLINOIS 60304 |
| I | | |
| V | | |
| E | | |
| R | | |
| Y | INSTRUCTIONS | OR |
| | | RECORDER'S OFFICE BOX NUMBER |

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE (UNIT #206) 1040 ERIE STREET OAK PARK, ILLINOIS 60304 THIS INSTRUMENT WAS PREPARED BY R. MYLES SUBURBAN TRUST & SAVINGS BANK 840 SOUTH OAK PARK OAK PARK, ILLINOIS

NOTE: If interest is payable in addition to stated instalments, strike out from * to * If stated instalments include interest, strike out from t to t.

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