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COOK COUNTY RECORDER

RELEASE OF MORTGAGE OR
TRUST DEED BY CORPORATION

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KNOW ALL MEN BY THESE PRESENT, that OLD KENT BANK AND TRUST COMPANY, a Michigan Corporation, does hereby certify that OLD KENT BANK NATIONAL ASSOCIATION F/K/A HAWTHORNE BANK OF WHEATON of the county of Cook and State of Illinois for and inconsideration of the payment of the indebtedness secured by the mortgage thereafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto TRUST AGREEMENT DATED OCTOBER 18, 1977, AND KNOWN AS TRUST NUMBER 77-759, HEREIN REFERRED TO AS "FIRST PARTY", AND HAWTHORNE BANK OF WHEATON heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain mortgage, bearing date October 28, 1977, and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document No. 24185038, to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit:

SEE LEGAL ATTACHED

together with all the appurtenances and privileges thereunto belonging or appertaining. This also releases the Extension Agreement recorded in Document 24491414 on June 15, 1978.

Permanent Real Estate Index Number(s): 07-09-301-022

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Address(es) of premises: 855 West Higgins, Schaumburg, Illinois

Signed, sealed and delivered August 28, 1992.

Witnesses:

OLD KENT BANK AND TRUST COMPANY

BY Ann M. Wojtysiak

John Stelpstra
John Stelpstra
Jeanette M. Bentley
Jeanette M. Bentley

Its Customer Service Officer

State of Michigan)
) ss.
County of Kent)

On August 28, 1992, before me, a Notary Public in and for said County, appeared Ann M. Wojtysiak to me personally know, and being duly sworn did say, that she is Customer Service Officer of Old Kent Bank and Trust Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and did acknowledge the same to be the free act and deed of said corporation.

Jeanette M. Bentley
Jeanette M. Bentley
Notary Public, Kent County, Michigan
My Commission expires August 21, 1995

This instrument was drafted by:
Jeanette Bentley
Old Kent Bank and Trust Co.
Mortgage Servicing Dept.
1850 East Paris Road
Grand Rapids, MI 49546

Return to:
Louis W. Oates
Barbara L. Oates
1012 E. North Path
Wheaton, Illinois 60187-4436

A/C #60-519699

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TRUST DEED

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THIS INDENTURE, Made October 28, 1977, between Hawthorne Bank of Wheaton, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 18, 1977, and known as trust number 77-759, herein referred to as "First Party," and Hawthorne Bank of Wheaton

TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Two Hundred Sixteen Thousand and no/100----- Dollars, 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 date on the balance of principal remaining from time to time unpaid at the rate of 9.50% per cent per annum in instalments as follows: Two Thousand Two Hundred Fifty Five and 55/100-----

Dollars on the 1st day of March 1978 and Two Thousand Two Hundred Fifty Five and 55/100-----

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 February 1993. 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 9.50 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Wheaton Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of CHICAGO TITLE INSURANCE CO. 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit: That part of Lot 2 in T. and C. Commercial, Unit No. 3, being a Resubdivision of Lot 2 in T & C Commercial, Unit No. 1, being a Subdivision of part of the Southwest quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in the Village of Schaumburg, in Cook County, Illinois, as described as follows:

Beginning at the Northeast corner of said Lot 2; thence Southward along the East line of said Lot 2, S 3° 00' 15" E, a distance of 243.28 feet to the Southeast corner of said Lot 2; thence Westward along the South line of said Lot 2, S 86° 59' 45" N, a distance of 164.76 feet; thence Northward along a line being parallel with the West line of said Lot 2, N 00° 40' 44" E, a distance of 299.78 feet to a point on the Northerly line of said Lot 2, being the Southerly right-of-way line of Higgins Road; thence Eastward along the said Northerly line, S71° 59' 46" E, a distance of 155.87 feet to the point of beginning.

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which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, incements, 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, granted, and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon 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 cuse 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 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

NAME
D STREET: Hawthorne Bank of Wheaton
E 1500 MAIN STREET
L CITY: WHEATON, ILLINOIS 6087
V
K
Y INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
... Higgins Road ... Schaumburg ...

OR
RECORDER'S OFFICE BOX NUMBER.....

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