

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 27, 1992 between FIRST BANK & TRUST COMPANY OF / an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the Company in pursuance of a Trust Agreement dated October 5, 1978 and known as Trust Number 10-1205, herein referred to as "First Party," and PURITAN ENTERPRISES, INC.

THAT, WHEREAS, Virgil M. West and Sandra Jean West have executed a certain promissory note of even date herewith payable to PURITAN FINANCE PLAN, INC., an Illinois corporation.

NOW THEREFORE, at the direction of the beneficiaries under the above-described Trust Agreement, First Party promises to pay out of the portion of the Trust Estate subject to the Trust Agreement and hereinafter specifically described the said sum of Eight Thousand Seven Hundred Sixty (\$8,760.00) DOLLARS in installments as follows: Three Hundred Sixty Five and no/100 (\$365.00) DOLLARS on the 30th day of March, 1992, and Three Hundred Sixty Five and no/100 (\$365.00) DOLLARS on the 30th 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 30th of March, 1994, and all of said principal and interest being made payable at such place in Chicago, 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 PURITAN FINANCE PLAN, INC., 55 West Monroe Street 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 situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 6 in Block 1 in Arthur F. McIntosh and Company's Northwest Acres, a Subdivision in the South half of the North West quarter of Section 22, Township 42 North, Range 1 East of the Third Principal Meridian in Cook County, Illinois.

DEPT-01 RECORDING \$23.50
T:1111 TRAM 4454 04/03/92 16:30:00
#1652 # A * -92-228158
COOK COUNTY RECORDER

COMMON ADDRESS: 460 W. Daniels Rd., Palatine, IL

PIR: 02 22 115 007

02228158

which, with the property hereinafter described, as 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 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, ladder 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 continuing 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: Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens or claims but lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and (d) request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (e) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (f) comply with all requirements of law and municipal ordinances with respect to the premises and the use thereof; (g) refrain from making material alterations in said premises except as required by law or municipal ordinance; (h) 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 notes duplicate receipts therefor; (i) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (j) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; 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 insurance 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 holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO: PURITAN FINANCE PLAN, INC. 55 West Monroe Street Suite 3590 Chicago, Illinois 60603

FOR RECORDER'S USE ONLY: INSERT HERE ADDRESS OF ABOVE DESCRIBED PROPERTY AND ADDRESS 460 W. Daniels Rd. Palatine, Illinois

THIS INSTRUMENT PREPARED BY: James J. McDonough, 55 W. Monroe St., Chicago, IL



NOT OFFICIAL COPY

not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any event... 1. Trustee or the holders of note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. 2. In the event of the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in the payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period. 3. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be paid after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar data, and all other expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. 4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear. 5. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency. 6. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. 7. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given. 8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has been placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof. 9. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used. 11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

MARCH 27, 1992

This Trust Deed dated... to Puritan Enterprises, Inc., as Trustee is executed by First Bank and Trust Company of Illinois, Palatine, Illinois, not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said Trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois, Palatine, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated October 5, 1978 and known as Trust Number 10-1208, caused these present to be signed by its Trust Officer and Asst. Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 27th day of March, 1992.

FIRST BANK AND TRUST COMPANY OF ILLINOIS
Palatine, Illinois as Trustee under Trust No. 10-1208
BY: [Signature]
TRUST OFFICER
ATTEST: [Signature]
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

KENNETH A. GREENMAN
Notary Public, State of Illinois
My Commission Expires 8-17-93

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the FIRST BANK COMPANY OF ILLINOIS, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date 3/27/92
[Signature] Notary Public

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 22608
BY PURITAN ENTERPRISES, INC. TRUSTEE