



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made April 19 1991, between Michael W. Meno

CHICAGO TITLE AND TRUST COMPANY, herein referred to as "Mortgagors," and an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Fifty thousand (\$50,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 19, 1991 on the balance of principal remaining from time to time unpaid at the rate of nine percent per annum in instalments (including principal and interest) as follows:

Three hundred and seventy-five (\$375.00) Dollars or more on the 19th day of May 1991, and Three hundred and seventy-five (\$375.00) Dollars or more on the 19th 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 19th day of April, 1999. 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 twelve percent per annum, and all or said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint,

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Orland Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 358 in Orland Golview Unit No. 5 being a subdivision of part of the East half of the Northeast Quarter of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian in the Village of Orland Park, Cook County, Illinois.

Commonly known as: 15238 Bunker Drive, Orland Park, Illinois 60462 PIN: 27-14-213-019

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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 Mortgagors 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 the mortgagors or their 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 for on the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Michael W. Meno (SEAL) (SEAL)

STATE OF ILLINOIS,

I, Jill D. Scavian

SS. a Notary Public in and for 2nd residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael W. Meno

County of

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and

" OFFICIAL SEAL act, for the uses and purposes therein set forth.

JILL D. SCAVIAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 09/17/94

Notary Public

MAIL TO: James A. Friel, 1500 Ravinia Place, Orlando Park, Illinois 60462

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY. IMPORTANT! CHICAGO TITLE AND TRUST COMPANY, Trustee.

Identification No. 775135

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises...

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms...

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder...

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate...

6. Mortgages shall pay before any penalty attaches all taxes, assessments, tax liens or title or claim interest, when due according to the terms hereof...

7. When the holder of the note or the Mortgages herein contained hereby secured shall become due whether by acceleration or otherwise...

8. 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 incurred in the foreclosure proceedings...

9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of said premises...

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured...

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatory on the note or trust deed...

13. 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...

14. 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...

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through herein given Trustee.

16. 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 release deed is issued...

17. This Trust Deed shall be applicable to this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

FOR RECORDER'S INDEX PURPOSES DESCRIBE STREET ADDRESS ABOVE

5238 BUNKER DR

ORLANDO PARK, ILL. 60462

ASSISTANT SECRETARY ASSISTANT VICE PRESIDENT

CHICAGO TITLE AND TRUST COMPANY, Trustee.

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