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TRUST DEED

93072105

DEPT-01 RECORDING \$23.00

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COOK COUNTY RECORDER

CTTC3

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE Made November 3, 1992 between DuPage National Bank, a national banking association but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated September 25, 1981 and known as trust number 1337 herein referred to as "First Party," and Chicago Title and Trust Company,

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of

Three Hundred Thousand and no/100 (\$300,000.00) ----- Dollars, made payable to THE ORDER OF BEARER on demand

and delivered, in and by which said Principal 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 on demand with interest thereon from the release date on the first maturity at the rate of twenty-four percentum per annum, payable semi-annually, on the 1st day of May and of November in each year; all of said principal and interest bearing interest after maturity at the rate of twenty-four per cent per annum, and all of said principal and interest being made payable at such banking house or trust company at Chicago, 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 Custom Cartage, Inc., c/o Michael A. Abramson, Arnstein & Lehr, 120 South Riverside, Chicago, Illinois 60606 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:

PARCEL ONE

That part of tract 10 in Burr Ridge Estates, a subdivision of part of the North West 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, lying south of the center line of Plainfield Road, according to the plat thereof recorded May 2, 1980 as document 14790705 lying westerly of a line described by beginning at a point on the southerly line of said tract 10 which is 231.17 feet westerly of the South East corner of said lot and running thence northerly to a point on the northerly line of said lot which is 281.21 feet westerly to the North East corner of said lot for a place of termination, in Cook County, Illinois. and

13-10-103-010

PARCEL TWO

That part of tract 10 in Burr Ridge Estates, a subdivision of part of the Northwest quarter (1/4) of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, lying south of the center line of Plainfield Road, according to the plat thereof recorded May 2, 1980 as document 14790705, lying westerly of a line described by beginning at a point on the southerly line of said tract 10 which is 231.17 feet westerly of the Southeast corner of said lot and running thence northerly to a point on the northerly line of said lot which is 281.21 feet westerly to the Northeast corner of said lot for a place of termination.



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 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), 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 uses 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 note (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 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 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 policies 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 hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

MAIL TO: Michael A. Abramson, Arnstein & Lehr, 120 South Riverside Plaza, #1200, Chicago, Illinois 60606

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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