

TRUST DEED
INSTALLMENT
VARIABLE RATE
FIXED PAYMENT

UNOFFICIAL COPY

94623305

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, MADE JUNE 29

1994, between WESTERN SPRINGS NATIONAL BANK AND TRUST

AS TRUSTEE U/T/A DATED 1-24-86 A/K/A TRUST NUMBER 2995

94623305

herein referred to as "Mortgagors," and

Western Springs National Bank And Trust,

A National Banking Association doing business in Western Springs, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to Western Springs National Bank And Trust, (herein referred to as Lender) under the Note hereinafter described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWO HUNDRED THOUSAND AND NO/100 ***** (\$200,000.00) Dollars, evidenced by one certain Note of the Mortgagors, of even date herewith, made payable to Western Springs National Bank And Trust, and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$ 200,000.00, payable in MONTHLY installments of \$ INTEREST ONLY

each including interest beginning on JULY 29, 1994 and on the same day of each successive MONTH thereafter and a final installment of the balance of unpaid principal and interest due on DECEMBER 29, 1994. Interest on said Note shall accrue at the rate of 1.00 % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. All installment payments received on said Note shall be applied first to the payment of interest accrued to the date the installment is paid and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. After maturity of the final installment, interest shall accrue at the rate of % per annum, until paid in full. Interest on said Note will be computed based upon a 360-day year for the actual number of days elapsed from date of disbursement until paid in full.

All of said principal and interest being made payable at such banking house or trust company in Western Springs, 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

**** in said city.

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 contained herein, 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 successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

being and being in the COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 19 IN BLOCK 8 IN KENSINGTON ADDITION, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 26 ACRES THEREOF IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL THE APPURTENANCES AND PRIVILEGES THEREUNTO BELONGING OR APPERTAINING.

P. I. N. 15-33-309-005

DEPT-31 RECORDING \$25.00
15995 TRAN 4681 07/18/94 14145101
10976 61 W 94-623305
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon 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 FURTHER UNDERSTOOD AND AGREED THAT:
1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' 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 holders of the Note; (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) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any debt is attached at general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall 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 repairing or rebuilding the same or to pay in full the indebtedness secured hereby, all such policies 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 exercised by the insured mortgage clause to be attached to each policy, and shall file and shall deliver all policies, including additional and renewal policies, to the holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the Note may, but need not, make full or partial payments 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 thereon, 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 the rate on the Note. 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 default hereunder on the part of Mortgagors.
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 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 thereon.

Midland Title Information

94623305

25

UNOFFICIAL COPY

WESTERN SPRINGS NATIONAL BANK AND TRUST

Mortgages shall pay each lien of all... The proceeds of any foreclosure sale... No action for the enforcement of the lien...

Witness the hand and seal of Mortgagors the day and year first above written... WESTERN SPRINGS NATIONAL BANK OF WESTERN SPRINGS AS TRUSTEE, U/T/A DATED 1-24-86

BY: Shirley M. Nolan, J.D. (SEAL) STATE OF ILLINOIS

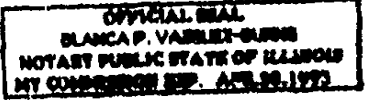
This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as trustee...

State of Illinois County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this instrument are personally known to me to be duly AUTHORIZED OFFICERS OF THE WESTERN SPRINGS NATIONAL BANK AND TRUST...

Given under my hand and official seal, this 7th day of July, 1994

Commission expires 4-30 1995 [Signature] Notary Public



L CITY WESTERN SPRINGS, IL 60558 J V E R Y INSTRUCTIONS ON RECORDEE'S OFFICE BOX NUMBER

94623305

UNOFFICIAL COPY

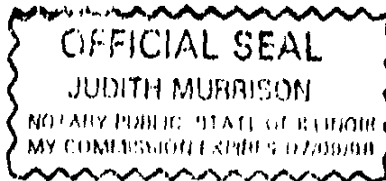
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated July 13, 1977 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said [Name] this 13 day of July, 1977

Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated July 13, 1977 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said [Name] this 13 day of July, 1977

Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

94623305