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94327813

TRUST DEED

FORM 1000 W.S.B.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made APRIL 4 1994, between HERITAGE TRUST COMPANY not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated SEPTEMBER 19, 1990 and known as trust number 90-4101, herein referred to as "First Party," and

KENNETH PIERCE herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of FIFTY THOUSAND AND NO/100 (\$50,000.00)

made payable to BEAKER 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 APRIL 4, 1994 on the balance of principal remaining from time to time unpaid at the rate of SEE BELOW) per cent per annum in instalments as follows:

THIS IS A 30 DAY COMMERCIAL LOAN. FULL AND COMPLETE PAYMENT OF THE PRINCIPAL BALANCE AND INTEREST TOGETHER TOTALLING \$55,000.00 IS DUE AND PAYABLE ON MAY 5, 1994. THERE IS A LATE PAYMENT PENALTY OF \$500.00 PER WEEK FOR FAILURE TO MAKE PAYMENT AS AFORESAID.

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 ~~10~~ 12 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Boca Raton, FL ~~33487~~ 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 KENNETH PIERCE, 741 COVENTRY STREET, BOCA RATON, FL 33487 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:

LEGAL ATTACHED

DEPT-01 RECORDING 429.50
167777 TRAN 8827 04/12/94 13:07:40
45048 # DW *-94-327813
COOK COUNTY RECORDER

IF THE TITLE TO THE PREMISES IS CONVEYED BY THE MORTGAGOR OR IF THE BENEFICIAL INTEREST IN THE TRUST IS ASSIGNED DURING THE LIFETIME OF THIS TRUST DEED AND THE NOTE IT SECURES, THE ENTIRE UNPAID BALANCE DUE THEREON SHALL, AT THE ELECTION OF THE HOLDER OF THE NOTE SECURED BY THIS TRUST DEED, BECOME IMMEDIATELY DUE AND PAYABLE.

PIN NO 29-34-107 005 / 083 / 033 / 033 94327813
Miles Plus and John Riquity

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, and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, heating birds, awnings, stove 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 hereinafter 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 building or improvement 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 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 to holders of the notes; (4) complete within a reasonable time any building or buildings now or hereafter 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 public authority 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; (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 company of sums 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

DELIVERY INSTRUCTIONS
NAME NICK MLADE, LTD.
STREET ATTORNEY AT LAW
3300 S. HARLEM AVE.
CITY RIVERSIDE, IL 60546

OR

RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

400 E. MARGARET

THORNTON, IL 60476

2550
2532

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9 4 3 2 7 4 1 3

PARCEL 1:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 66 FEET EAST OF THE SOUTH EAST CORNER OF BLOCK 13 IN THORNTON (ACCORDING TO THE PLAT OF SAID THORNTON RECORDED MARCH 24, 1836 IN BOOK "H" OF MAPS 74) AND RUNNING THENCE NORTH 180 FEET; THENCE EAST ALONG THE NORTH LINE OF LOT 4 IN SAID BLOCK 13 PRODUCED EAST TO THORN CREEK; AND THENCE SOUTHERLY ALONG THORN CREEK TO A POINT DUE EAST OF THE PLACE OF BEGINNING, AND THENCE WEST ALONG THE NORTH LINE OF MARGARET STREET PRODUCED EAST TO THE POINT OF BEGINNING, (EXCEPT THE EAST 30 FEET OF THE WEST 215 FEET OF THE NORTH 40 FEET OF SAID PREMISES), IN COOK COUNTY, ILLINOIS

PARCEL 2:

BEGINNING AT POINT 120 FEET SOUTH OF THE SOUTH EAST CORNER OF HARRIET AND BLACKSTONE STREETS; THENCE SOUTH ALONG THE EAST LINE OF BLACKSTONE STREET 60 FEET; THENCE EAST 150 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE THEREOF 60 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE THEREOF 150 FEET TO POINT OF THE BEGINNING, IN THE VILLAGE OF THORNTON, A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THOSE PARTS OF MARGARET STREET AND THORNTON-LANSING ROAD AS NOW LAID OUT IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING UNDERNEATH THE TWO 'ONE STORY BRICK BUILDINGS' AND UNDERNEATH THE RETAINING WALL, AS VACATED AND AS SHOWN ON PLAT OF VACATION RECORDED MAY 31, 1979 AS DOCUMENT 24982782 ALL IN COOK COUNTY, ILLINOIS.

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