

UNOFFICIAL COPY

95315986

This Indenture, Made March 24, 1995

between The American National Bank and Trust Company ^{UP 732267 MC7}
~~Bank of the City of Chicago, State Bank & State Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 6, 1979 and known as trust number 48374~~

DEFT-01 RECORDING \$31.50
1:0007 FROM 6789 05/15/95 14:12:00
45/04 : DF * - 95 - 315986
COOK COUNTY RECORDER

herein referred to as "First Party," and

Ormel J. Prunt, Trustee

~~and Illinois corporation herein referred to as "Trustee,"~~ witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF THREE HUNDRED TWENTY THOUSAND AND NO/100 -----

----- DOLLARS,

made payable to BEARER 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 in monthly installments as

follows: Entire principal sum of \$320,000.00 shall be due and payable six MONTHS, months from the date of the mortgage on September 24, 1995

MONTHLY DAY OF YEAR, DOLLARS

MONTHLY DAY OF EACH YEAR, DOLLARS

with interest on the principal balance from time

to time unpaid at the rate of 7.75 percent per annum payable monthly

each of said installments of principal bearing interest after maturity at the rate of 7.75 percent per annum,

and all of said principal and interest being made payable at such banking house or trust company in McHenry

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 McHenry State Bank UP 732267 MC7 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

RETURN TO
LAND TITLE GROUP

UP 732267 MC7

350
35

UNOFFICIAL COPY

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit

Lot 214 in Hollywood Ridge Unit 5, being a Resubdivision in Section 1 and Section 4, Township 42 North, Range 11, East 61 the Third Principal Meridian, in Cook County, Illinois. *AK*

PIN #03-04-406-017

PROPERTY ADDRESS: 161 Mockingbird Lane, Wheeling, IL 60090

Property of Cook County Clerk's Office

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, in-a-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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: (1) promptly repair, restore or rebuild any buildings or improvements 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 mechanic's 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 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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; (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 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