

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor SAM PALATNIK and MURIEL PALATNIK, his wife,

of Glenview in the County of Cook in the State of Illinois for and in consideration of the sum of \$ 20,000.00

in hand paid, CONVEY and WARRANT to VILLA PARK TRUST & SAVINGS BANK, an Illinois Banking Corporation of Villa Park in the County of DuPage in the State of Illinois as Trustee, and its Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, air conditioning, water, power, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of DuPage and State of Illinois, to-wit:

B.F.N. # 04-32-402-049-1042

3700 CARROLL, GLENVIEW

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS, the Grantor Sam Palatnik and Muriel Palatnik, his wife

justly indebted upon their principal Promissory Note 4514 bearing even date herewith, payable to the order of VILLA PARK TRUST & SAVINGS BANK, the principal sum of \$ 20,000.00 payable in installments as follows: \$ 427.71 on the first day of October 19 86 and \$ 427.71 or more on the first day of each and every month thereafter until said sum is fully paid. Each monthly installment shall be applied first on interest and then on principal

*with the exception of the last payment on September 1, 1991 which shall be \$427.09

"This instrument was prepared by Maureen Thompson who is a typist for Villa Park Trust & Savings Bank, 10 S. Villa Avenue, Villa Park, Illinois."

THE GRANTOR, covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein provided and according to the tenor and effect of said note or according to any agreement extending time of payment; (2) to pay all taxes and assessments against such premises when and as the same become due and payable and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanic or other lien to attach to said premises in the event of failure to insure, or pay taxes or assessments, the grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises; and all money so paid, the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at eight per cent per annum, shall be so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustees until said note or notes are paid in full and in case of foreclosure said evidence of title shall become the property of the purchaser of said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of said breach, at eight per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expense and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may be appointed to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale.

SEP 05 70 73 906W

FILED STAMP

FILE CO

3518591

UNOFFICIAL COPY

Form 17416 VPTAB 098 500

Street address of property described herein: 3700 Capri Court - Unit 502 Glenview, Illinois 60025	VILLA PARK TRUST & SAVINGS BANK P.O. Box 10 10 South Villa Avenue Villa Park, Illinois 60181
The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 4514 VILLA PARK TRUST & SAVINGS BANK, as Trustee By <i>Thomas James, Senior Vice President</i> Thomas James, Senior Vice President	IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

STATE OF ILLINOIS }
 COUNTY OF DU PAGE } ss
 I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that

and _____ Secretary, respectively, of said corporation are personally known to me to be such respective officers of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as such respective officers of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as the true and voluntary act and deed of said corporation, for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19__

Notary Public

Property of Cook County Clerk's Office

3548591

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IN THE EVENT, for any reason, of failure of the Villa Park Trust & Savings Bank or of its successors or assigns to act as Trustee or Successor Trustee hereunder, the person who shall then be the acting Recorder of Deeds of said Du Page County is hereby appointed to be successor in this trust. When all the aforesaid covenants and agreements are performed the grantee, or his executor or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand of _____ and seal of _____ of the grantor this _____ day of _____ 19__

Sam Palatnik
 Muriel Palatnik

Sam Palatnik and Muriel Palatnik, his wife

Kelly Flamm

DO HEREBY CERTIFY THAT

STATE OF ILLINOIS }
 DU PAGE COUNTY } ss

I, _____, a Notary Public in and for said County, in the said State aforesaid,

personally known to me to be the same person _____ whose name _____ are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ The _____ signed, sealed and delivered the said instrument as their free and voluntary act for the use and purpose therein set forth including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____ August _____ 19__

Notary Public

129368

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70-73-906

PARCEL 1:

UNOFFICIAL COPY

UNIT NUMBER 502, IN TRIUMVERA 1700 CARRINGTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 32 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AS ESTABLISHED BY DOCUMENT NUMBER 2492593; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 571.07 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ALONG A LINE WHICH FORMS AN ANGLE OF 0 DEGREES 37 MINUTES 19 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE

LAST DESCRIBED LINE, A DISTANCE OF 297.04 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 321.33 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 256.17 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.67 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 11.67 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.33 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 11.67 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 16.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 247.65 FEET; THENCE ON A LINE WHICH FORMS AN ANGLE OF 83 DEGREES 13 MINUTES 28 SECONDS TO THE LEFT OF THE PROLONGATION OF LAST DESCRIBED LINE, A DISTANCE OF 14.24 FEET; THENCE ON A LINE WHICH FORMS AN ANGLE OF 36 DEGREES 46 MINUTES 32 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 65.59 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL B:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 32 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AS ESTABLISHED BY DOCUMENT NUMBER 2492593; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 571.07 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG A LINE WHICH FORMS AN ANGLE OF 0 DEGREES 37 MINUTES 19 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 297.04 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 321.33 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 98.37 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.33 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.04 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.33 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.50 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 78.50 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.37 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.33 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 122.42 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE ENTIRE PORTION THEREOF LYING ABOVE AND EXTENDING UPWARD FROM AN INCLINED PLANE HAVING AN ELEVATION OF 661.90 FEET ABOVE U. S. G. S. DATUM ALONG THE NORTHEASTERLY BOUNDARY THEREOF, AND AN ELEVATION OF 663.40 FEET ABOVE SAID DATUM ALONG THE SOUTHWESTERLY BOUNDARY THEREOF, ALL IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT NUMBER LR 3138148, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TRIUMVERA FILED AS DOCUMENT NUMBER LR 2754081, AS AMENDED FROM TIME TO TIME.

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