



TRUST DEED

Executed in duplicate

UNOFFICIAL COPY

847654

CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

bank in

THIS INDENTURE, Made November 22 1989, between FIRST NATIONAL BANK OF ILLINOIS, a national banking association, and AMERICAN NATIONAL BANK OF LANSING, herein referred to as "First Party," and TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of FIFTY SIX THOUSAND DOLLARS AND NO/100 (\$56,000.00)

Dollars,

made payable to THE ORDER OF 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 and interest from November 22, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED NINETY ONE DOLLARS AND 45/100 (\$491.45)

Dollars or more on the 1st day of January 1990 and FOUR HUNDRED NINETY ONE DOLLARS AND 45/100 (\$491.45)

Dollars or more on the 1st day of each & every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of December, 1994. 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 12% percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Lansing 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 3413 North Schultz Drive, Lansing, Illinois. 60438.

NOW, THEREFORE, First Party in 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 227 and the West 15 feet of Lot 228 in Schultz Park, being a Subdivision in the South 1/2 of the South West 1/4 of Section 32, Township 36 North, Range 15 East of the Third Principal Meridian, according that the Plat thereof filed June 1, 1927 as document 9670668, in Cook County, Illinois. P.I. #30-32-313-018

which, with the property hereinafter described, as 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, inador beds, washings, 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 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 notes; (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 tenor

MAIL TO: RONALD A. KIEDAISCH, ATTY. 3330-181st Place, P.O. Box 246 Lansing, IL 60438

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3354 Ann Street Lansing, IL 60438

PLACE IN RECORDER'S OFFICE BOX NUMBER

NOTE IDENTIFIED

3847654

100-1-88

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE INSTALMENT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO. CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TRUST DEED COMPANY, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Company to be a corporation duly organized under the laws of the State of Illinois and that the said Assistant Secretary is duly authorized to execute and deliver the said instrument as the free and voluntary act of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF ILLINOIS, not personally but as trustee as aforesaid, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed and attested by its proper officer, the date and year first above written.

BY: [Signature] WITNESSES: [Signatures]

1. The Trust Deed is executed by the Trustee and the Lender and the Trustee shall be bound by the terms and conditions hereof as if it were a party thereto. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto.

2. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto.

3. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto.

4. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto.

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9. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto. The Trustee shall be bound by the terms and conditions hereof as if it were a party thereto.

3847651

THIS MORTGAGE is executed by the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First National Bank of Illinois, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said first Party or on said First National Bank of Illinois personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform and covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the First Party and its successors and said First National Bank of Illinois personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, First National Bank of Illinois, not personally but as Trustee aforesaid, has caused these presents to be signed by its Sr. Vice Pres. & Trust Officer \_\_\_\_\_ or one of its \_\_\_\_\_ and its corporate seal to be hereunto affixed and attested by its Trust Officer \_\_\_\_\_, this 12th day of December, 1989.

FIRST NATIONAL BANK OF ILLINOIS, Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated May 25, 1989, and KNOWN AS Trust No. 3887.

ATTEST:

BY: Thomas C. Cornwell  
Sr. Vice Pres. & Trust Officer

Carol J. Brandt  
Carol J. Brandt  
Trust Officer

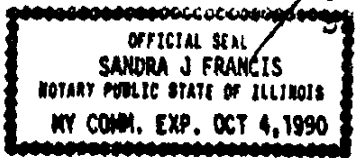
State of Illinois )  
                                  ) SS  
County of Cook )

I, Sandra J. Francis, A Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY, that Thomas C. Cornwell, of the FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association, and Carol J. Brandt, of said FIRST NATIONAL BANKING ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice Pres. & Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Carol J. Brandt did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of December, 1989.

MY COMMISSION EXPIRES:  
October 4, 1990

Sandra J. Francis  
Notary Public  
Sandra J. Francis



UNOFFICIAL COPY

420186

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
JAN 10 2007 10:00 AM  
CHICAGO, ILL. 60601

UNOFFICIAL COPY UNDER 'A' 3 8 4 7 6 5 4

The note secured by this trust deed provides for acceleration in the event of sale or transfer of the real estate or any interest in the First Party in accordance with the terms thereof, including, but not limited to lease with an option to purchase, a "contract sale" or a transfer of any interest in the First Party in accordance with the terms of such note.

This trust deed secures a note representing a portion of the purchase price of real estate described herein.

IDENTIFIED:

FIRST NATIONAL BANK OF ILLINOIS  
NOT PERSONALLY BUT AS TRUSTEE  
UNDER SAID TRUST #3887

BY: SEE SIGNATURE SHEET ATTACHED HERETO  
AND REFERENCED BY REFERENCE HEREIN

3847654

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3847654

Property of Cook County Clerk's Office

1375805  
1375805

3847654

CAROL HOEY BRAUN  
 REGISTER OF DEEDS  
 PH 12: 13  
 Submitted by  
 Address  
 3847654  
 Address  
 3847654  
 Notified  
 3847654

James Mulernau  
Kidge Rd  
January 20