

Property of Cook County

616337003

That part of Lots NINETEEN (19) and TWENTY (20) in Morris Suson's Golf Park Terrace Unit No. 2, hereinafter described, described as: Commencing at a point on the Southwesterly line of said Lot Nineteen (19), said line being a curved line convex to the Southwest and having a radius of 110.20 feet, 5.70 feet as measured along said curved line, Southwesterly on the most Westerly corner of said lot; thence Northwesterly and Northerly on the Southwesterly and Westerly line of said Lots Nineteen (19) and Twenty (20), 11.85 feet to a point 6.15 feet Northerly of the Southwesterly corner of said Lot Twenty (20); thence Northwesterly on a radial line of said curve Twenty Six (26) feet, thence Southwesterly on a curved line, said curved line being concentric with the aforesaid curved line and having a radius of 84.20 feet, 9.06 feet, as measured along said curved line; thence Southwesterly on a radial line of said curve Twenty Six (26) feet to the place of beginning ----- (19-20)

In Morris Suson's Golf Park Terrace Unit No. 2, being a Subdivision of part of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 10, 1960, as Document Number 1936431.

ALSO

That part of LOT THIRTY SEVEN (37), in Morris Suson's Golf Park Terrace Unit No. 4, hereinafter described, which lies Easterly of a line described as running from a point on the Northerly line of said Lot, 104.01 feet Easterly of the Northwesterly corner thereof to a point on the Southerly line of said Lot, 105.89 feet Easterly of the Southwesterly corner thereof. ----- (37)

In Morris Suson's Golf Park Terrace Unit No. 4, being a Subdivision of part of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, on April 13, 1961, as Document Number 1972981.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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QUESTIONS OF THE COURT ARE ANSWERED BY THE COURT REPORTER
IN THE MANNER PROVIDED BY THE RULES OF THE COURT AND THE
OFFICIALS OF THE COURT. THE COURT REPORTER IS NOT TO BE
CONSIDERED AS A PARTY TO THE PROCEEDINGS AND IS NOT TO
BE RESPONSIBLE FOR THE CONTENTS OF THE REPORT.

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3873616

RIDER ATTACHED TO TRUST DEED DATED APRIL 10, 1990 SECURING AN
INSTALLMENT NOTE IN THE AMOUNT OF \$62,000.00 TO COLONIAL BANK,
HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of
the Trustee or Holder of the Note if the premises specifically
described in this Trust Deed are assigned, sold or transferred in
any manner, including but not limited to deed, assignment, bill
of sale or Articles of Agreement, without prior written
acknowledgement of the Trustee or Holder of the Note; prepayment
by the first party to be made without penalty.

2. The amount due hereunder may be accelerated at the option of
the Holder of the Note secured hereby if there is filed by or
against the first party, Beneficiaries of the aforesaid trust, or
guarantors, or any affiliate or subsidiary of any such first
party, Beneficiaries, or guarantors a petition in bankruptcy or
insolvency or for reorganization or for the benefit of creditors
unless within thirty (30) days after such occurrence, the
proceeding is dismissed.

3. The amount due hereunder may be accelerated at the option of
the Trustee or Holder of the Note if the premises specifically
described in this Trust Deed or any portion thereof is abandoned,
vacated or left unattended by the first party or the Guarantors
thereof.

4. The first party, each guarantor hereof and each Beneficiary
of first party shall provide the Holder of the Note secured
hereby, within 5 days of the receipt thereof, with all
information on any incident which may cause a material adverse
change in the financial condition of first party, any such
guarantor or beneficiary or any affiliate or subsidiary of any
such first party, guarantor, or beneficiary. Information as
used herein shall include, but not be limited to changes in
financial condition, claims, lawsuits, bankruptcies, tax
assessments and/or death.

Colonial Bank as Trustee
Under Trust Agreement dated
March 23, 1990 and known
as Trust No. 1731 and not
personally

Barbara A. Bernhardt, Trust Officer
Lorraine Nagle, Trust Administrator
ATTEST: *[Signature]*

THIS INSTRUMENT is secured by COLONIAL BANK, not personally, but solely as Trustee
as Beneficiary, and conditions to be performed hereunder by COLONIAL BANK
are undertaken by it solely as Trustee as aforesaid, and not individually, and no
power hereby shall be exercised or be enforceable against COLONIAL BANK by reason
of any of the covenants, stipulations, representations or warranties contained in it.

COLONIAL BANK under Identification No. 8-95-286

NOTARY PUBLIC STATE OF ILLINOIS

Notary Public State of Illinois

Barbara A. Bernhardt Trust Administrator

Colonial Bank and Trust Company of Chicago

Trust Officer

Trust Administrator

Trust Officer

Trust Officer

Trust Officer

Trust Officer

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

NOTARY PUBLIC, STATE OF ILLINOIS

Notary Public State of Illinois

Trust Administrator

Trust Officer

Trust Officer

Trust Officer

Trust Officer

Trust Officer

Trust Officer

Trust Officer

UNOFFICIAL COPY

TRUST DEED

NOTE IDENTIFIED

3873616

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 10, 1990, between Colonial Bank and Trust Company of Chicago, an Illinois Banking Corporation, 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 3-23-90 and known as trust number 1731, herein referred to as "First Party," and

COLONIAL BANK

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

SIXTY TWO THOUSAND AND 00/100 (\$62,000.00)

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 and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.25 per cent per annum in instalments as follows:

FIVE HUNDRED FIFTY FIVE AND 58/100 (\$555.58)

Dollars on the first day of June 1990 and

FIVE HUNDRED FIFTY FIVE AND 58/100 (\$555.58)

Dollars on the first day of each month thereafter until said note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the first day of May

1995. 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 13.25 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, in absence of such appointment, then at the office of COLONIAL BANK 5850 W. Belmont Ave., Chicago, IL 60634 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

P. I. N. : 09-15-206-094-0000

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, inador 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 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:

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 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 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) to 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, sewer charges, water 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 situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, underwritten 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 additions and renewal policies, to

NAME: Colonial Bank
STREET: 5850 W. Belmont
CITY: Chgo. IL 60634

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

Des Plaines, IL 60016

This Instrument prepared by

P. Brink, Colonial Bank

5850 W. Belmont Ave., Chicago, IL 60634

RECORDER'S OFFICE BOX NUMBER

3373616

72-49-752

72-49-752

5850 W. Belmont Ave.