

UNOFFICIAL COPY

TRUST DEED

3978431

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made JULY 2, 1991, between Suburban Trust and Savings Bank, an Illinois 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 FEBRUARY 7, 1991 and known as trust number 4415, herein referred to as "First Party," and

***** SUBURBAN TRUST & SAVINGS BANK*****
an Illinois corporation 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

EIGHTY THOUSAND AND NO/100----- (\$80,000.00) Dollars,

made payable to BEARER SUBURBAN TRUST & SAVINGS BANK 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 (\$80,000.00)

*and interest on the balance of principal remaining from time to time unpaid at the rate of 9.5% per cent per annum in instalments as follows: SIX HUNDRED SEVENTY-TWO AND 68/100----- (\$672.68) DOLLARS on the 1st day of AUGUST 1991, and SIX HUNDRED SEVENTY-TWO AND 68/100----- DOLLARS on the 1st day of each 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 JULY 1996, 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 9.5% per cent per annum.

... together with interest on the unpaid principal balance and the remainder to principal and all of said principal and interest being made payable at such place in OAK PARK, Illinois, as the holder or holders of the note may from time to time in writing appoint, and in absence of such appointment, then at the office of SUBURBAN TRUST & SAVINGS in the Village of Oak Park, in the State of Illinois.

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:

UNIT 206 IN 1040 ERIE CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 20, 21, 22, AND 23 IN CATHERINE GAUGLER'S RESUBDIVISION OF BLOCK 3 OF TIMME'S SUBDIVISION OF BLOCK 3, 4 AND 5 AND PART OF BLOCK 6 OF KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTHERN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 2, 1977 AND KNOWN AS TRUST NUMBER 22872 FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24258311 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY IL. AS DOC# 2989710.

P. I. N. 16-07-108-041-1006

PROPERTY ADDRESS: (UNIT #206) 1040 ERIE STREET, OAK PARK, ILLINOIS 60302

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 hereinafter 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 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 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 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 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

NAME SUBURBAN TRUST & SAVINGS BANK
STREET 840 SOUTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60304

FOR RECORDERS INDEX PURPOSES
USE STREET ADDRESS OF ABOVE
DISPOSABLE PROPERTY HERE
(UNIT #206) 1040 ERIE STREET
OAK PARK, ILLINOIS 60302

THIS INSTRUMENT WAS PREPARED BY
R. MYLES
SUBURBAN TRUST & SAVINGS BANK
840 SOUTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60304

OR
RECORDER'S OFFICE BOX NUMBER

NOTE: If interest is payable in addition to stated instalments, strike out from \$30

7-8-91 Dea affets 2022 a 2077
1477556 08 of the notes
NOTE IDENTIFIED 9288% 8
73-09-784w

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73-09-784

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IS FILED FOR RECORD.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE INSTRUMENT.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

I M P O R T A N T

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 71852.

OFFICIAL SEAL
DOLORIS A. SHEA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/29/94

Given under my hand and Notarial Seal this 19th day of February 1994
DOLORIS A. SHEA
Notary Public

By [Signature]
VICE-PRESIDENT
SUBURBAN TRUST AND SAVINGS BANK AS TRUSTEE AS AFORESAID and not personally,

Attested by [Signature]
ASSISTANT CASHIER

RANOMA ZAVATTARO
Vice-President of the SUBURBAN TRUST AND SAVINGS BANK, and
Doloris A. Shea
A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

THIS TRUST DEED is executed by the Suburban Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused the same to be signed by its Vice-President, and its corporate seal to be hereunto affixed and assented to by its Assistant Cashier, the day and year first above written.

IF all or any part of the property or an interest therein, including an absolute assignment of the beneficial interest in a trust, is sold or transferred by Borrower with-out lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this note and trust deed, (b) the execution of a collateral assignment of any leasehold interest of three years or less, or (c) the grant of any leasehold interest of three years or less, or less, or containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this note and trust deed to be immediately due and payable.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall request the same. Trustee shall not be liable for any act or omission hereunder, except in case of willful negligence.

10. Trustee may assign by instrument in writing the right to receive the proceeds of the note and which purposes to be executed on a half of First Party. Trustee shall not be liable for any act or omission hereunder, except in case of willful negligence.

11. Trustee shall have no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any other instrument hereunder, except in case of willful negligence.

12. Trustee shall have no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any other instrument hereunder, except in case of willful negligence.

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