

# UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made September 21, 1977, between  
 OBERT CONSTRUCTION COMPANY, INC., hereinafter referred to as "Mortgagor", and FIRST NATIONAL BANK OF EVERGREEN PARK, a National Banking Association doing business in Evergreen Park, Illinois, hereinafter referred to as "Trustee":  
 THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of

FORTY FIVE THOUSAND DOLLARS AND NO/100 (\$45,000.00)-----DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on with interest thereon from monthly until maturity at the rate of 9 1/2 per cent per annum, payable semi-annually, and in each year; all of said principal and interest bearing interest after maturity at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 FIRST NATIONAL BANK OF EVERGREEN PARK in said City.

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Obert Subdivision East, being a resubdivision of Lot 12, in Block 5 in Arthur T. Mc Intosh and Company's Midlothian Highlands, being a subdivision in the Southeast 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

10.00

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, so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily 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, inlaid 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 the mortgagor 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 use and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the Trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto attixed and these presents to be signed by its President and attested by its Vice President on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by \_\_\_\_\_, OBERT CONSTRUCTION COMPANY, INC. Pres.

Corporate Seal

BY

ATTEST:

*Richard J. Reszel*  
 Vice President

STATE OF ILLINOIS,  
 County of \_\_\_\_\_

SS.

Judith C. Zielinski

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

DAVID L. OBERT, President of the OBERT CONSTRUCTION COMPANY, INC.,  
 and RICHARD J. RESZEL, Vice President

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President, 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 President, then and there acknowledged that said Vice President acted as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument, and that they own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of September 1977

Notarial Seal

NOTARY PUBLIC My Commission Expires Oct. 3, 1978

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