

This instrument prepared by and is to be returned to:  
LOVICK P. MILLES, JR., ATTY.  
1005 Sterick Building  
Memphis, Tennessee 38103

25473817



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DEED OF TRUST

JUN 02 67 77 264N

13-11-429-025

6/30/80 P.M. Dr.

THIS INSTRUMENT made and entered into as of the 15th day of May, 1980, by and between INTERSTATE BLOOD BANK, INC., A Tennessee Corporation, with principal office at 803 Mt. Moriah Road in Memphis, Tennessee, and the owner of the realty hereinafter designated and described as Parcels I, II, III, IV, V and VI; Interstate Blood and Plasma Center, Inc., formerly Beale Street Blood Bank, Inc., a Tennessee Corporation with principal office at 301 So. Main St., Memphis, Tennessee and the owner of the realty hereinafter designated and described as Parcels VII and VIII; Interstate Blood Bank, Inc., of Missouri, a Missouri Corporation with principal office at 5121 Delmar Boulevard, St. Louis, Missouri, formerly Interstate Blood Bank, Inc., a Missouri Corporation, and the owner of the realty hereinafter designated and described as Parcel IX; Interstate Blood Bank, Inc., of Chicago, a Delaware Corporation, formerly Interstate Blood Bank, Inc., an Illinois Corporation and later its name changed to Interstate Blood Bank, Inc., of Chicago and finally merged into the Delaware Corporation with principal office at 3324 West Lawrence Avenue, Chicago, Illinois, and the owner of the realty hereinafter designated and described as Parcel X; and Interstate Blood Bank, Inc., of Wisconsin, a Wisconsin Corporation with principal office at 2126 West Fond Du Lac, Milwaukee, Wisconsin and the owner of the realty hereinafter designated and described as Parcel XI, said five corporations being collectively referred to as First Parties, CHICAGO TITLE AND TRUST COMPANY and ~~CHICAGO TITLE AND TRUST COMPANY~~, Trustee, a Corporation duly qualified to do business and serve as Trustee in each of the states where the hereafter described realty is situated and hereinafter referred to as Second Party, and Martha S. Gary, the owner of the debt hereinafter described and secured by this instrument, and referred to herein as Third Party,

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WITNESSETH: That for and inconsideration of Five Dollars cash in hand paid by Second Party to First Parties and the debt and trusts hereinafter mentioned, said First Parties have bargained, sold, given, granted, remised, released, aliened, conveyed, confirmed and warranted by these presents do bargain, sell, give, grant, remise, release, alien, convey, confirm and warrant unto the said Second Party the following

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described real estate respectively owned by First Parties:

Situated in Memphis, Shelby County, Tennessee and owned by Interstate Blood Bank, Inc:

**PARCEL I:**

Part of Lot 92, D.P. Prescott's Normal School Subdivision, of record in Plat Book 6, Page 124, in the Register's Office of Shelby County, Tennessee and more particularly described as follows:

**BEGINNING** at a point in the east line of Brister (Hunter) Street 307.34 feet southwardly from the south line of Mynders Avenue; thence southwardly with the east line of Brister Street 137 feet to a point in the present north line of Walker Avenue as established by north edge of sidewalk; thence eastwardly with said north line of Walker Avenue 60 feet; thence northwardly parallel to the east line of Brister Street 135.5 feet to an iron pin in an old fence line; thence westwardly 60 feet to the point of beginning.

**PARCEL II:**

Part of Lots 91 and 92 of D.P. Prescott's Normal School Subdivision, of record in Plat Book 6, Page 124, in the Register's Office of Shelby County, Tennessee, being more particularly described as follows:

**BEGINNING** at a point in the north line of Walker (Southern) Avenue 60 feet east of the east line of Brister (Hunter) Street, as measured at right angles to Brister Street; thence northwardly 135.5 feet to a point on the south line of the Austin lot, which point is 60 feet east of the east line of Brister Street; thence eastwardly with said south line of the Austin lot 60 feet to a point; thence southwardly 127.5 feet to a point in the north line of Walker Avenue; thence westwardly with said north line of Walker Avenue 60 feet to the point of beginning.

**PARCEL III:**

Part of Lot 91, D.P. Prescott's Normal School Subdivision, of record in Plat Book 6, Page 124, in the Register's Office of Shelby County, Tennessee, being more particularly described as follows:

**BEGINNING** at a point in the north line of Walker (Southern) Avenue 118.1 feet eastwardly from the east line of Brister (Hunter) Street, as measured at right angles to Brister Street, said point of beginning being in the East line of the Spray lot; thence eastwardly along the north line of Walker Avenue 60 feet to the west line of the Smiley lot; thence northwardly with said west line 122.4 feet to a point in the south line of the Austin lot; thence westwardly with said south line 55.9 feet to the east line of the Spray lot; thence southwardly with said east line 127.5 feet to the point of beginning.

This being all and the same property as conveyed to Interstate Blood Bank, Inc., a Tennessee Corporation, by warranty deed dated May 8, 1980, of record as Instrument No. R4 3242, in the said Register's Office of Shelby County, Tennessee.

But this conveyance is made subject to the restrictions of record in Book 605, Page 188, and easement of record in Book 4511, Page 142, in the Register's Office of Shelby County, Tennessee.

**PARCEL IV:**

Lot 117, Section F, Colonial View Subdivision, as per plat of record in Plat Book 15, Page 32, Register's Office of Shelby County, Tennessee, to which plat reference is made for a more complete description of said property, and being the same property conveyed to Interstate Blood Bank, Inc., a Tennessee Corporation by Warranty Deed dated May 8, 1980, recorded as Instrument No. R4 3243 in said Register's Office.

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## PARCEL V:

Lots 126 and 127, Section F, Colonial View Subdivision as shown on plat of record in Plat Book 15, Page 32, Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said lots and being the same property conveyed to Interstate Flood Bank, Inc., by warranty deed dated May 15, 1975 recorded as Instrument No. K4-0029, in said Register's Office.

But this conveyance is made subject to the lien of trust deed of record as Instrument No. J9-0151, in said Register's Office.

Situated in Marshall County, Mississippi:

## PARCEL VI:

The west one-half (1/2) of the Northeast Quarter of Section 10, Township 2 South, Range 4 West, containing 80 acres, more or less, being the same land conveyed to Interstate Flood Bank, Inc., by Warranty Deed from Richard L. Carrington, dated August 1, 1975, and recorded in Land Deed Book No. 154 at page 137 of the records of the Clerk of the Chancery Court of Marshall County, Mississippi.

Situated in Memphis, Shelby County Tennessee and owned by Interstate Flood and Plasma Center, Inc:

## PARCEL VII:

Part of Lot 3 in Block 62 in South Memphis, by notes and bounds described as follows; to-wit:

**BEGINNING** in the north line of Beale Avenue 370 feet east of the east line of Fourth Street (formerly DeSoto Street), running thence with the north line of Beale Avenue 22-1/2 feet to a lot owned by Bethesda; thence north with the west line of the Bethesda lot 240 feet, more or less, to the Rice and Ramsey line; running thence west 22-1/2 feet with the Rice and Ramsey line; and running thence south 240 feet, more or less, to the point of beginning, being the same property conveyed to Beale Street Flood Bank, Inc., by warranty deed, dated November 29th, 1965, recorded in Book 5805, Page 350, in the Register's Office of Shelby County, Tennessee.

## PARCEL VIII:

The southeast part of Parcel No. 4, Block No. 1, in Beale Street Urban Renewal Area No. 1, Project No. Tennessee R-77, and more particularly described as follows:

The coordinates of points are referred to the Tennessee Coordinate System as set out in T.C.A. 64-601 et. seq.

**BEGINNING** at a point on the north line of Beale Street (57 feet wide) 598.79 feet westwardly from the tangent intersection of said north line with the west line of Danny Thomas Boulevard, said point of beginning having the coordinates Y=297012.52, X=789969.17; thence on a Lambert Grid Bearing of North 80 degrees 45 minutes 14 seconds West along the north line of Beale Street 24.0 feet to a point; thence North 08 degrees 48 minutes 46 seconds East 240.0 feet to a point; thence South 80 degrees 45 minutes 14 seconds East, 24.0 feet to a point; thence South 08 degrees 48 minutes 46 seconds West 240.0 feet to the point of beginning.

Containing 5,760 square feet or 0.1322 acre, more or less and being same property conveyed to Interstate Flood and Plasma Center, Inc. by Warranty Deed dated January 30, 1976 recorded as Instrument No. K9-8564 in the Register's Office of Shelby County, Tennessee.

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Situated in the City of St. Louis, Missouri and owned by Interstate Blood Bank, Inc. of Missouri:

PARCEL IX:

Lot 5 of ~~ADULT GARAGE~~ and in block 4844 of the City of St. Louis, fronting 50 feet on the north line of Delmar Boulevard by a depth northwardly of 170 feet to an alley, together with all improvements thereon known as and numbered 5121 Delmar and being the same property conveyed to Interstate Blood Bank, Inc., a Corporation, now Interstate Blood Bank, Inc. of Missouri, by General Warranty Deed dated June 3, 1968 and recorded in Book 8639, page 106 in office of the Recorder of Deeds for the City of St. Louis, Missouri.

Situated in Chicago, Cook County, Illinois and owned by Interstate Blood Bank, Inc. of Chicago:

PARCEL X:

Lot 25 in Block 2 in Collins and Gauntlett's North Western Subdivision of the East Half of Blocks 26 and 27 in Jackson's Subdivision of the South East Quarter of Section 11 and the South West Quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Situated in Milwaukee, Milwaukee County, Wisconsin and owned by Interstate Blood Bank, Inc. of Wisconsin:

PARCEL XI:

Lots Twenty (20) and Twenty-One (21), in Block Eighteen (18), in J.A. Schmidt's Subdivision of Lot One (1) of Charles E. Williams' Subdivision of the South West One-Quarter (1/4) of Section Eighteen (18), in Township Seven (7) North, Range Twenty-Two (22) East, in the City of Milwaukee.

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TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple forever, and the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized in fee of the aforescribed real estate that he has a good right to sell and convey the same; that the same is unencumbered except this conveyance is made subject to the restrictions and easements mentioned in the descriptions of Parcels 1, 2 and 3 and the Trust Deed referred to in the description of Parcel 5, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons under the above restrictions easement and Trust Deed. But this is a Deed of trust and is made for the following uses and purposes, and none other; that is to say: The said First Parties are justly indebted to Martha S. Gary or the heirs of the note hereinafter mentioned, in the sum of TWO HUNDRED SEVENTY THOUSAND TWO HUNDRED TWO and 50/100 DOLLARS, evidenced by one negotiable amortized installment note in said sum bearing interest at the rate of 6% per annum from date until maturity dated March 31st, 1980 and payable in monthly installments of \$3,000.00 each, the first of which is due April 10, 1980 and monthly thereafter and on March 10, 1990 the balance of said principal and interest. Said monthly payments to be applied monthly to interest on the unpaid principal and the remainder to reduction of the unpaid principal of said note. Said note is subject to terms of stock purchase agreement dated March 31, 1980.

The First Parties desire to secure and make certain the payment of said indebtedness and of any and all renewals and extensions thereof. Now, therefore, the First Parties agree and bind themselves that, so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than value in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, or

at the direction of the holder of the greater portion of the outstanding indebtedness said policies shall be made payable to the owner of said indebtedness as his interest may appear, and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs, successors and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs and protect and preserve the property; and such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the date of the advance, and shall be secured by the lien of this Deed of Trust.

If the said First Parties shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the owner of the indebtedness shall execute proper deed of release or enter marginal satisfaction on the record of this deed of trust, or in the alternative, the Trustee may reconvey by quit claim the property herein described, at expense of said First Parties.

But if said First Parties shall fail to pay said note, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the First Parties hereby authorize and fully empower said Trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State where the land is situated governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the holder of the debt on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the First Parties their successors or assigns.

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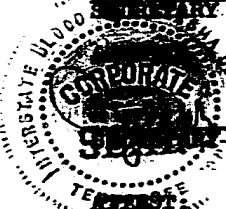
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The holder of the indebtedness secured hereby may at any time appoint another Trustee in the place and stead of the Second Party, or any successor or successors in trust.

With respect to Parcels 10 and 11 above described, this instrument shall be construed as a mortgage of said parcels to Martha S. Gary of Memphis, Tennessee for the purpose of securing the payment of the note described in said trust deed, and upon default in the payment of said note, said instrument may be foreclosed as a mortgage and the property sold to satisfy the debt secured thereby in any court of competent jurisdiction in accordance with the laws of the State or States where such parcels are situated.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require.

IN WITNESS WHEREOF First Parties have caused this instrument to be executed in five counterpart originals of which this is counterpart (4), and their corporate seals affixed by their respective authorized officers this the day and year first above written.



INTERSTATE BLOOD BANK, INC.  
(A Tennessee Corporation)

By: Monica Moss President

INTERSTATE BLOOD AND PLASMA CENTER  
(A Tennessee Corporation)

By: Monica Moss President

INTERSTATE BLOOD BANK, INC. OF MISSOURI  
(A Missouri Corporation)

By: Monica Moss President

INTERSTATE BLOOD BANK, INC. OF CHICAGO  
(A Delaware Corporation)

By: Monica Moss President

INTERSTATE BLOOD BANK, INC. OF WISCONSIN  
(A Wisconsin Corporation)

By: Monica Moss President

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STATE OF TENNESSEE )  
COUNTY OF SHELBY )

I, Jess D. Ewing, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, do hereby certify that Morris Moss, personally known to me to be the President of each of the corporations, whose names are subscribed to the foregoing instrument, and Joseph O. Rabert, personally known to me to be the Secretary of each of the corporations, whose names are subscribed to the foregoing instrument and personally known to me to be the same persons whose names are subscribed to the foregoing, appeared before me on the day in person and severally acknowledged that as such President and Secretary of each of said corporations they signed and delivered the said instrument as President and Secretary of each of said corporations and caused the corporate seal of each of said corporations to be affixed thereto, pursuant to authority given by the Board of Directors of each of said corporations, as their free and voluntary act and as the free and voluntary act and deed of each of said corporations for the use and purposes therein set forth.

Given under my hand and Notarial Seal at office in Memphis, Tennessee this 15 day of May, 1980.



J. D. Ewing  
NOTARY PUBLIC

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1980 JUN -3 AM 10 27

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*Richard H. Olson*  
RECORDER OF DEEDS

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1980 JUN 23 AM 10 27

