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CTTC 2 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 8, 1985, between BREMEN BANK & TRUST COMPANY, as Trustee u/t/a #85-2610 a corporation organized under the laws of State of Illinois, herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
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 FOURTEEN THOUSAND AND NO/100ths (\$14,000.00) DOLLARS

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 May 8, 1986 with interest thereon from May 8, 1986 until maturity at the rate of 12% per centum per annum, payable ~~XXXXXXXXXX~~ on the 8th day of May, 1986 and ~~of~~ ~~in each year~~, all of said principal and interest bearing interest after maturity at the rate of 11.5% 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 John Stitnizky, c/o Carol Griffin, 998 Hirsch Boulevard, Calumet City, Illinois ~~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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 1/4 of Lot 4 and all of Lot 5 in the Resubdivision of Block 7 in Kneeland and Wrights 2nd Addition to West Pullman in the West 1/2 of the Southwest 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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#95-21-312-012
11650 S WALLACE CHGO

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily of 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 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 uses 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 this 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 affixed and these presents to be signed by the Assistant Trust Officer and attested by its Assistant Secretary 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 its Assistant Trust Officer Assistant Secretary

SEE ATTACHED RIDER
BY Anne P. Klein TRUST OFFICER
ATTEST: Jean P. Fulton ASSISTANT SECRETARY

STATE OF ILLINOIS, ss. I, Martha A. Kimzey
County of Cook a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Anne P. Klein Assistant Trust Officer of the Bremen Bank and Trust Co.
and Jean P. Fulton Assistant Secretary

of said Company, 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 Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's 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 Notary Seal this 8th day of October, A.D. 19 85
Martha A. Kimzey
NOTARY PUBLIC

Notarial Seal

UNOFFICIAL COPY

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R I D E R

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bremen Bank and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Bremen Bank and Trust Company,
as Trustee and not personally
under Trust Agreement dated
October 1, 1985

Arne P. Klein
Assistant Trust Officer

ATTEST:

Jan P. Gulton
Assistant Secretary

DEPT-01 RECORDING \$12.25
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