



TRUST DEED

709955

UNOFFICIAL COPY

85326950

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 22, 1985, between COLUMBIA NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST # 2205, DATED NOVEMBER 22, 1985

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTY SIX THOUSAND ONE HUNDRED and no/100 (\$56,100.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 22, 1985 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED NINETY TWO and 33/100 (\$492.33)----- Dollars or more on the 1st day of January 1986, and FOUR HUNDRED NINETY TWO and 33/100 (\$492.33)--- Dollars or more on the 22nd 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 22nd day of November, 1990. 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 twelve (12%) 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, and in absence of such appointment, then at the office of MARIA BABICH in said City.

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their 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 EAST 12 FEET OF LOT 31 AND LOT 32 (EXCEPT THE EAST 7 FEET) IN BLOCK 2 IN EASTON'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 33 FEET AND THE SOUTH 33 FEET), IN COOK COUNTY, ILLINOIS RECORDING

P.I.N. 16-01-421-025-0000

T#1111 TRAN 3851 12/17/85 13 14:00
#6322 #A *-85-326950

Commonly known as 2640 W. Iowa St., Chicago, Illinois 60622

Exoneration provision restricting any liability of The Columbia National Bank of Chicago, is attached.

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 Mortgagors may be entitled thereto (which is 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, paintings, 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 mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

THIS TRUST DEED is executed by the Columbia National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in any note contained shall be construed as creating any liability on the said First Party or on said Columbia National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Columbia National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Columbia National Bank of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.



By

Attest

COLUMBIA NATIONAL BANK OF CHICAGO
as Trustee, as aforesaid, and not personally.

85326950
VICE PRESIDENT

ASSISTANT TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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I, the undersigned

DO HEREBY CERTIFY that I am a Notary Public in and for said County, in the State aforesaid, and as such I am duly qualified to perform the duties of a Notary Public. I have personally known the said Vice President and Assistant Trust Officer of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer, respectively, appeared before me in the day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

day of

November

1985

Levi A. Leardette
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 30, 1989
ISSUED THRU ILL. NOTARY ASSOC.

IMPORTANT

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

The Instalment Note mentioned in the within Trust Deed has been identified hereunto under Identification No.

Trustee

FOR REORDER INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 709565
CHICAGO TITLE AND TRUST COMPANY,
By James F. [Signature]
Assistant, Secretary/Assistant Vice President
Trustee.

[illegible]

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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pay special taxes, special

DELIVERY	NAME	
	STREET	
	CITY	

ANDREW J. MACCO, JR.
ATTORNEY AT LAW
722 N. DELOUNT AVE.
CHICAGO, ILL. 60634
PH. 625-7344

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

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

85326950