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TRUST DEED

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TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 27, 1985, between CHICAGO TITLE & TRUST COMPANY, not personally but as Trustee under Trust Agreement dated November 8, 1985, and known as Trust No. 1087796

herein referred to as "Mortgagors," and FIRST NATIONAL BANK OF MOUNT PROSPECT, a national banking association, doing business in Mount Prospect, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 THREE HUNDRED SIXTY THOUSAND and no/100 (\$360,000.00) 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 March 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 12.50% per cent per annum in instalments (including principal and interest) as follows:

FIVE THOUSAND and no/100 SEVENTY and no/100 Dollars on the first day of March 1986, and FIVE THOUSAND TWO HUNDRED SEVENTY and no/100 Dollars on the first 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 first day of February 1995.

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 within ten (10) days of due date shall bear interest at the rate of 15.50% percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Mount Prospect, Illinois, as the holders of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of 1st. Natl. Bnk of Chicago.

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 their 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 Heights, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 318 feet of the East 233 feet (excepting therefrom the South 33 feet taken for Lincoln Highway and excepting therefrom the East 33 feet taken for State Street) of the East 1/4 of the Northeast 1/4 of Section 21, Township 15 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

13.00

PIN: 32-21-213-028
ADDRESS: 389 East 14th Street, Building #3, Chicago, IL.
Document prepared by: ROY R. MOSCATO, Attorney at Law
One North LaSalle Street, 4500
Chicago, IL. 60602

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 are pledged primarily and on a par with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether floor units or centrally controlled), and ventilation, including (without restricting the foregoing), window shades, steam doors and windows, floor coverings, molder 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 on 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.

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 or shall at any time be asserted or enforceable against the Chicago Title 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.

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally
By *Charles J. Catalano* ASSISTANT VICE-PRESIDENT
Attest: *William J. Smith* ASSISTANT SECRETARY

Corporate Seal:
STATE OF ILLINOIS, SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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, caused the corporate seal of said Company to be affixed 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 Notarial Seal this *27th* day of *December* 1985
John H. DeLo
Notary Public

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571 85-90617
MT 19262

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RIDER TO TRUST DEED DATED NOVEMBER 27, 1985 BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1985 AND KNOWN AS TRUST NO. 1087796.

CONTINUATION OF THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 IN THIS TRUST DEED.

17. The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No merger of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

18. Mortgagors shall not sell, transfer, assign or otherwise alienate (whether by land contract or otherwise), or encumber or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien heretofore to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated November 8, 1985 and known as Trust No. 1087796.

BY:


ASST. VICE PRESIDENT

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