

UNOFFICIAL COPY

TRUST DEED

86449808



FORM 510 1/78

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 29 1986, between I. & R. INVESTMENTS, INC.

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100ths Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9.50 per cent per annum in instalments as follows: Interest only payable monthly on the outstanding balance during the month.

Balance on the day of 10xxxxxxx

Balance on the day of each 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 29th day of March 19 88 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 seven per cent 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 First State Bank of Chicago 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, do 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:

The West 1/2, as measured on the North and South lines thereof, of that part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, which lies East of the West 66 feet of said quarter quarter section excepting therefrom that part which lies South of the North line of Euclid-Lake Avenue, as dedicated per document 12599682, in Cook County, Illinois.

Vacant land
P.I.N. 03-26-208-002-0000
004-0000
006-0000
008-0000
001-0000

RECORDED
#3333 TRAN 0223 10/01/86 14:06:00
#0447 # A * -86-449808
COOK COUNTY RECORDER
THIS INSTRUMENT PREPARED BY
B. H. SCHREIBER
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

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 Mortgagor may be entitled thereto (which are 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, ladder beds, awnings, stairs 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 its Assistant Vice President 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 note herein described may be executed on behalf of said corporation by its I. & R. INVESTMENTS, INC.

CORPORATE SEAL

BY: (RALPH ROSS) ASSISTANT VICE PRESIDENT
ATTN: (PHILIP ALBRECHT) ASSISTANT SECRETARY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Ralph Ross President of the I. & R. INVESTMENTS, INC.
Phillip Albrecht Secretary

NOTARIAL SEAL

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 Notarial Seal this 29th day of September, A. D. 19 86.

NOTARY PUBLIC

11 00 MAIL

86449808

REVISED

CITY

STREET

NAME

First State Bank of Chicago

4646 N. Cumberland Ave.

Chicago, Ill. 60656

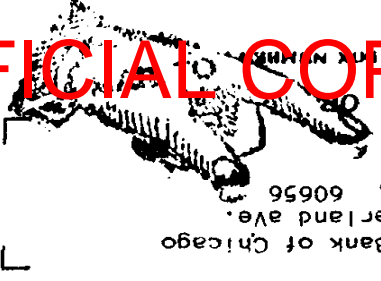
Vacant Land

Prospect Hts., Illinois

FOR RECORDERS INDEX PURPOSES

INSERT EITHER ADDRESS OR ABOVE

(PROCESSED PROMPTLY HERE)



IMPORTANT

FROM THE PROTECTION OF BOTH THE BORROWER AND LENDER... THIS NOTE SECURED BY THIS TRUST SHOULD BE KEPT...

CHICAGO TITLE AND TRUST COMPANY, as Trustee... The instrument was recorded in the Public Trust Book...

18. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of the trust deed.

19. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of the trust deed.

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23. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of the trust deed.

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