

714568 UNOFFICIAL COPY



TRUST DEED

Execution provision restricting
liability of The Columbia National
Bank of Chicago is attached.

CTTC 11

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by COLUMBIA NATIONAL BANK OF CHICAGO, are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against COLUMBIA NATIONAL BANK OF CHICAGO by reason of the covenants and conditions contained in this instrument.

86502477

THIS INDENTURE, made September 10 1986, between COLUMBIA NATIONAL BANK under Trust #2364,

a corporation organized under the laws 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 Eighteen Thousand Seven Hundred Fifty (\$18,750.00)

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 October 1, 1986 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: One Hundred Sixty Four Dollars & 56/100 (\$164.56)

Dollars or more on the 15th day of November 1986 and One Hundred Sixty Four Dollars and 56/100 (\$164.56)

Dollars or more on the 1st 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 1st day of June 1991. 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 15 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 SILVERMAN AND KLAWANS, 79 West Monroe Street, Suite 1019, Chicago, Illinois, 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, 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:

LOTS 9 AND 10 (EXCEPT EAST 63 FEET THEREOF) IN BLOCK 4 IN DEMAREST AND KAMERLING'S GRAND AVENUE SUBDIVISION OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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4006-10 W. Potomac, Cgo, ILL 60651

which, with the property hereinabove described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurteances 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 thereto 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, 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 purpose, 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

of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

COLUMBIA NATIONAL BANK as Trustee

BY

ATTEST:

F. M. Board

Assistant Vice President

T. J. O'Brien

Assistant Secretary

CORPORATE
SEALSTATE OF ILLINOIS,
County of Cook } SS.

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

David M. Board
Barbara L. Board

Assistant Vice President of the

and

T. J. O'Brien

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 Notarial Seal this 16 day of September, 1986.
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 25, 1990
ISSUED THRU 11-1-90 NOTARY ASSOC.Form 816 Trust Deed - Corporate Mortgagor - Secures One Instalment Note with Interest Included in Payment.
R. 11/78

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COOK COUNTY RECORDER

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