



TRUST DEED

86603998

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 12, 1986, between GLADSTONE-NORWOOD TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated 9-29-86 and known as Trust #1098, a corporation organized under the laws of the State of Illinois, hereinafter referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter 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 Seventy-FIVE THOUSAND

AND NO/100 (\$75,000.00) ----- 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 December 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows: EIGHT HUNDRED FIVE AND 96/100 (\$805.96)---

Dollars or more on the 1st day of December 1986 and EIGHT HUNDRED FIVE AND 96/100 (\$805.96)-----

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 30th day of November, 2001. 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 10% 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 BARRY SETO, 6717 North Sioux, Chicago, Illinois 60646, 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 and 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 Lot 53 in Block 2 in Out Lot "E" in Wrightwood, being a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

TAX NO. 14-28-302-028

Box 157 K. Burling, Chicago

This Instrument was prepared by: P. JEROME JAKUBCO, 2224 W. Irving Park Rd. Chicago, Illinois 60618

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

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, under 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.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the (lessor) (lessee) while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the (lessor) (lessee) are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the (lessor) (lessee) or for the purpose or with the intention of binding said (lessor) (lessee) personally but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this lease is executed and delivered by said (lessor) (lessee) not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no duty shall rest upon (lessor) (lessee) to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Gladstone-Norwood Trust & Savings Bank or any of the beneficiaries under said Trust Agreement, on account of this lease or on account of any representation, covenant, undertaking or agreement of the said (lessor) (lessee) in this lease contained, either express or implied, all such personal liability, if any, being expressly waived and released by the (lessee) (lessor) herein and by all persons claiming by, through or under said (lessee) (lessor).

said Assistant Secretary of State, as a 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 9th day of December, 1986

Notarial Seal

My Commission expires June 21, 1988

Form 110 Trust Deed - Corporate Mortgagor - Secured One Instalment Note with Interest Included in Payment.

Box 157

SUBJECT TO THE SUPPLEMENTARY PROVISIONS ATTACHED FOR PART HEREOF

86603998



# UNOFFICIAL COPY

RIDER

The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever. The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment, (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment. If Mortgagor becomes 3 months in arrears, then the Holder shall have the right to immediately sell the property and be entitled to retain all sale proceeds with no allowance or rebate to Mortgagor for previously made payments. Mortgagor shall have a Ten Day Grace Period to make payments. If payment is made after that date, then a Late Charge of \$50.00 shall be assessed against the Mortgagor and payable to the Holder in the monthly payment for the month the payment is late. Mortgagor must furnish proof of payment to the Holder of the Real Estate Taxes and Insurance Premiums within 15 days of their due date.

Property of Cook County Clerk's Office

795745

-83-80,000

DEPT-01 RECORDING \$13.00  
THIS TRN 0710 12/17/86 10:20:00  
BOOK # \* 86-603998  
COOK COUNTY RECORDER

86603998

13.00

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