

UNOFFICIAL COPY 085 142

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 25, 19 86 between D'ANGELO'S, INC.,

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 THREE HUNDRED FIFTY THOUSAND AND 00/100 ----- (\$350,000.00) 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 in instalments as follows:

Three Thousand Four Hundred Thirty and 30/100 (\$3,430.30) Dollars or more on the 1st day of April 19 86 and \$3,430.30 Dollars or more on the 1st day of each month thereafter, to and including the 1st day of March 1991, with a final payment of the balance due on the 1st day of March 1991, with interest from February on the principal balance from time to time unpaid at a rate of Eleven per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of Sixteen 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 The First Bank of Whitings, 5191 W. Lincoln Hwy, Crown Point, IN 46307 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Parcel 1: The East 99.23 feet of Lot 2 (as measured on the North line) (except South Easterly 17.00 feet thereof) in Rarger's Subdivision being a subdivision of that part of the South West 1/4 of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian, lying North of the center line of the Lincoln Highway, formerly known as Sauk Trail Road and East of the East line of premises conveyed to the Catholic Bishop by Deed recorded February 20, 1872 as Document # 14116 in Book 31, page 435, in Cook County, Illinois.

Parcel 2: The South 150 feet of the East 435.00 feet of the West 1158.03 feet of the North West 1/4 of the South West 1/4 of Section 25, Township 35 North, Range 14 in Cook County, Illinois.

Tax ID: 32-25-302-011-0000 & 32-25-302-025-0000
1771 Sauk Trail, Sauk Village, IL

11.00

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, inador 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 purposes, and in on 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 ~~XXX~~ Vice President and ~~XXXXXX~~ 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

President D'ANGELO'S, INC., An Illinois Corporation

CORPORATE SEAL

BY Phil D'Angelo Vice President
SECRETARY

STATE OF INDIANA
County of LAKE
Phil D'Angelo Corporation

Luella Cantu

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~XXXXXX~~ President of the D'ANGELO'S, INC., an Illinois Corporation

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~XXXXXX~~ President ~~XXXXXX~~ appeared before me this day in person and acknowledged that they owned 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 ~~XXXXXX~~ as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said ~~XXXXXX~~ President'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 25th day of February 19 86

Notarial Seal

Luella Cantu NOTARY PUBLIC

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UNOFFICIAL COPY

PLACE IN RECORDED'S OFFICE BOX NUMBER

The First Bank of Whiting
519 W. Lincoln Hwy.
Whiting, Ind. 46307

MAIL TO

FOR RECORDER'S INDEX PURPOSES
INSURE STREET ABOVE
DISCLOSE FROM RLY HERE

CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary
Trustee
Identification No. 271102

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOT RECORDED BY THIS TRUST
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR
RECORD.

1. Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan secured under policies providing for payment by the insurer...
2. Mortgagor shall pay before any public auction all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to the lender a duplicate receipt therefor...
3. Mortgagor may desire to convey...
4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior mortgages...
5. The trustee of the note shall never be considered as having assumed the obligation of any other party...
6. Mortgagor shall pay to Trustee or the holders of the note, when due according to the terms hereof, all taxes, assessments, and other charges against the premises...
7. When the indebtedness hereon secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
9. Upon or at any time after the thing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver...
10. The action for enforcement of the lien of any provision hereof shall be subject to the defense which would not be good and available to the party interposing same in an action at law upon the note hereon secured...
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...
12. Trustee has no duty of examining the title, condition, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed...
13. Trustee shall release this trust deed and the lien thereon by proper instrument presented of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor...
16. The mortgagor hereby waives any and all rights of redemption from sale under any order of foreclosure of this trust deed...
17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued...
18. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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Property of Cook County Clerk's Office

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