

UNOFFICIAL COPY

86397995



TRUST DEED

This instrument was prepared by Jay H. Kim, Attorney at Law, 3254 W. Lawrence Avenue, Suite 202, Chicago, Illinois 60625

13.00

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

70-71-120 DF 0

THIS INDENTURE, made August 27, 1986, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, u/t/a dated April 25, 1986 and known as Trust Number 069267-03 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 ONE HUNDRED FIVE THOUSAND AND NO/100 (\$105,000.00) ----- Dollars.

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARRR The Commercial Bank of Korea, Ltd., Chicago Branch and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from August 28, 1986 on the balance of principal remaining from time to time unpaid at the rate of prime+two (2) per cent per annum in installments (including principal and interest) as follows: payable upon demand at any time.

Dollars or more on the _____ day of _____ 19____ and _____ Dollars or more 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 _____ day of _____ 19____. 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 prime+five (5) 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 Commercial Bank of Korea, Ltd., Chicago Branch, 230 W. Monroe Street, Suite 1400, Chicago Illinois 60606 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 ~~grant~~ 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 3 IN SUBDIVISION OF THE WEST 166 FEET OF THE EAST 105 ACRES OF THE SOUTH 21 ACRES OF THE WEST 42 ACRES OF THE EAST 102 ACRES OF THE SOUTH WEST 1/2 IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3752 W. Lawrence Avenue, Chicago, Illinois

PIN: 13-11-325-025-0000

The terms and conditions contained in this instrument to the extent not inconsistent with the provisions of the Trust Deed shall apply to the provisions of the Trust Deed.

with, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including 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 thereon or thereon used to supply air, 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 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 _____

CORPORATE SEAL

BY _____ Assistant Vice President ATTEST _____ Assistant Secretary

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STATE OF ILLINOIS, } SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of _____

Assistant Vice President of the _____ and _____ 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 _____ day of _____, 19____

Notarial Seal _____ NOTARY PUBLIC

UNOFFICIAL COPY

3 6 3 9 7 9 9 5

This mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused the presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personal.

B.

WITNES

[Handwritten signatures]
Vice-President
Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK

GWEN L. SHEPARD

SUZANNE C. BAKER

DO HEREBY CERTIFY, that

a Notary Public, in and for said County, in the State aforesaid,
Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY of Chicago, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, *[Signature]* did there acknowledge that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal
Notary Public, State of Illinois
My Commission Expires 4/3/89

day of

[Handwritten signature]
A. D. 1986
Notary Public

Form 1308

SEP 27 1986

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