

UNOFFICIAL COPY

TRUST DEED

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1987 JUL 23 AM 10:13

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

71-25-736 03

THIS INDENTURE, made July 21 1987, between FIRST ILLINOIS BANK OF EVANSTON, N.A. as Trustee under trust agreement dated 6/12/87 & known as Trust #R-3401 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 SIXTY THOUSAND

(\$60,000.00) 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 August 1, 1987 the balance of principal remaining from time to time unpaid at the rate of 9.5% per cent per annum in instalments (including principal and interest) as follows: Five Hundred Four and 60/100 (\$504.60)

Dollars or more on the 1st day of September 1987 and Five Hundred Four and 60/100 (\$504.60)

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 July 1990. 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 on each instalment unless paid when due shall bear interest at the rate of 12% 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 GARY L. SOLOMON & COMPANY

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 92, 93, & 94 in Blesius & Franze's Resubdivision of sundry lots in Buena Vista Addition to Chicago, being a subdivision in the SE 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

13.00

Lot 93-94-14-06-401-029 H B O  
Lots 92 (14-06-40) - 030 Jm

RIDER CONTAINING EXONERATION CLAUSE ATTACHED BEFORE EXECUTION

which, with the property hereinafter described, is referred to herein as the "premises." THIS IS A JUNIOR ENCUMBRANCE. TOGETHER with all improvements, tenements, covenants, 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 there 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 Assistant Vice-President or trust officer

CORPORATE SEAL

FIRST ILLINOIS BANK OF EVANSTON N.A. as Trustee Under Trust #R-3401 BY Sonia Mahmood CLIENT REPRESENTATIVE LAND TRUST ADMINISTRATOR Assistant Secretary

STATE OF ILLINOIS, County of COOK } ss. Beatrice Boice a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Sonia Mahmood Client Representative Assistant Vice-President of the and Salvatore Cicco, Notary Public 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 23rd day of July, 1987. My Commission Expires August 26, 1990. Beatrice Boice NOTARY PUBLIC

Notarial Seal

87404979

170462-297061



Property Clerk's Office

MORTGAGE

THIS MORTGAGE is executed by the First Illinois Bank of Evanston, N.A. 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 it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on First Illinois Bank of Evanston, N.A. personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived for the Trustee only by every person now or hereafter claiming any right or security hereunder, and that 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, as to 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 any guarantor, co-signer, or endorser.

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Doc. 6741C, P.2

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