

# UNOFFICIAL COPY

87119139

## TRUST DEED

(No. 1)

87119139

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS DOCUMENT WAS PREPARED BY: Tom Bassett 520 Green Bay Road Winnetka, IL 60093

THIS INDENTURE, made January 10 19 87, between  
 CARL GOLDBERG MODELS, INC., an Illinois Corporation  
 herein referred to as "Mortgagors," and  
 HARRIS BANK WINNETKA, a National Banking Association,  
 organized and existing under the laws of the United States of America, with its principal office in the Village of Winnetka,  
 County of Cook, State of Illinois, herein referred to as TRUSTEE, witnesseth:  
 THAT, WHEREAS the Mortgagors are 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 (\$250,000.00)  
 TWO HUNDRED FIFTY THOUSAND AND NO/100-----Dollars,  
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER  
 THE HARRIS BANK WINNETKA, N.A.  
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest  
 from January 10, 1987 on the balance of principal remaining from time to time unpaid at the rate  
 of P+1%\* per cent per annum in instalments (including principal + interest) as follows:  
 In 59 equal PRINCIPAL instalments of \$4,166.66 each and one of the BALANCE beginning  
 February 15, 1987, and continuing on the 15th day of each consecutive month thereafter  
 together with interest at the above stated rate on the then unpaid principal balance  
 owing in addition to each instalment 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 15th day of January 19 92  
 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 P+1%\* per annum, and all of said principal and interest being made payable at such banking house in  
 Winnetka 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 HARRIS BANK WINNETKA, N.A.  
 in said City.

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in  
 consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the  
 Trustee, its successors and assigns, the following described Real Estate and all of their 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 14, 15 and 16 and the North 75 feet of Lots 17 through 22, both inclusive, in  
 Block 15 in the subdivision by the Trustee of West Chicago Land Company of the West  
 half of the South West quarter of Section 3, Township 39 North, Range 13, lying East  
 of the Third Principal Meridian, in Cook County, Illinois.

Subject to covenants, conditions, restrictions of record, public and utility easements,  
 and roads and highways, if any, provided same do not adversely affect Purchaser's  
 intended use of the premises for commercial purposes or marketability of title and  
 general taxes for the year 1985 second installment and subsequent years.

Commonly known as 821 North Cicero, Chicago, Illinois;  
 Permanent Index No. 16-03-314-001, 16-03-314-003 AND 16-03-314-004 → Lot 14  
 \*Lender's Prime Interest Rate plus 1% as it exists from time to time.

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 thereon for so  
 long and during all such times as Mortgagors 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 mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the  
 Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs,  
 successors and assigns. CARL GOLDBERG MODELS, INC.

WITNESS the hand S..... and seal S..... of Mortgagors the day and year first above written.  
 X Daniel Lieberman, President X Carol Lieberman, Secretary  
 Daniel Lieberman, President Carol Lieberman, Secretary

STATE OF ILLINOIS, I, the undersigned  
 County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 Daniel Lieberman, President and Carol Lieberman, Secretary of  
 CARL GOLDBERG MODELS, INC., an Illinois Corporation

OFFICIAL SEAL  
 Thomas J. Bassett  
 Notary Public, State of Illinois  
 My Commission Expires 5/28/90  
 Notarial Seal

are personally known to me to be the same person S whose name S subscribed to the foregoing  
 instrument, appeared before me this day in person and acknowledged that they signed, sealed and  
 delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.  
 Given under my hand and Notarial Seal this 10th day of January, 19 87.  
 Thomas J. Bassett Notary Public

