

UNOFFICIAL COPY

TRUST DEED

1987 APR -9 PM 2:25

87189315

(Trust Deed Form 17) REV 6-81

THE ABOVE SPACE FOR RECORDERS USE ONLY

71-40-193 DB 0

THIS INDENTURE, made April 1, 1987, between

The Wrightwood Corporation

herein referred to as "Mortgagors," and ALBANY BANK & TRUST COMPANY, N.A.

a National Banking Association doing business in Chicago, 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

Seventy Thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from dates of disbursement on the balance of principal remaining from time to time unpaid at the rate of 2% floating per cent per annum in instalments as follows: Interest Only

Dollars on the 1st day of May 1987 and Interest Only

Dollars 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 January 1988. 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 after maturity at the highest lawful rate 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 Albany Bank in said City.

This loan is payable in full at the end of 9 months. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of 5% of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 hereby 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 there-

in, situate, lying and being in the County of Cook AND STATE OF ILLINOIS to wit:

Lots 3 and 4 in Oscar C. Anderson's Subdivision of Lots 4 and 5 in Wetzler, Pick and Huber's Subdivision of the West 1/2 of Block 17 in Canal Trustees' Subdivision of East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as - 1149-51 W. Wrightwood, Chicago, Illinois. Permanent Index Number - 14-29-414-003-000 Vol. 490

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be ongoing, and all rents, issues and profits thereof 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 under the said Trustee, its successors and assigns, forever, for the purposes set forth 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.

WITNESS the hand.....and seal.....of Mortgagors the day and year first above written.

[SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS I, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT County of

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who personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this day of A D 19

Notary Public

Rate of 2% above applicable rate. 87189315 87189315



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87189315

NOTARY PUBLIC

*[Signature]*

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of April, 1987.

forth.

Voluntary act of said Company, for the uses and purposes therein set forth. Assistant Secretary's own free and voluntary act and as the free and affix the corporate seal of said Company to said instrument as said Secretary as custodian of the corporate seal of said Company, did for the uses and purposes therein set forth; and the said Assistant Secretary as their own free and voluntary act and as the free and voluntary act of said Company that they signed and delivered the said instrument as their own free respectively, appeared before me this day in person and acknowledged to the foregoing instrument as such President and Assistant Secretary personally known to me to be the same persons whose names are subscribed and Steve Meyer, Assistant Secretary of said Company.

STATE OF ILLINOIS ) SS: I, Myrtle Taylor, )  
a Notary Public in and for and residing in said County, in the State  
afore said, DO HEREBY CERTIFY THAT *Steve Meyer*  
President of *The Wrightwood Corporation*  
and *Steve Meyer*, Assistant Secretary of said Company

Corporate Seal  
Secretary  
BY: *Steve Meyer* Pres.  
THE WRIGHTWOOD CORPORATION

87189315

In witness whereof said mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Directors of said corporation.