

UNOFFICIAL COPY

TRUST DEED

718494

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CTTC 7

THE ABOVE SPACE FOR RECORDER RECORDING

\$13.25

TENN TRAN 7/15/87 05/05/87 13 87-00
1st day of April, 1987 722195

THIS INDENTURE, made May 15 1987, between LA SALLE NATIONAL BANK, under Trust Agreement dated April, 1987, and known as Trust No. 112256 COOK COUNTY RECORDER

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 **Forty-eight Thousand Seven Hundred Fifty and no/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 month to month on the balance of principal remaining from time to time unpaid at the rate of nine (9) percent per annum in instalments (including principal and interest) as follows:

Four Hundred Seven and 46/100-----

Dollars or more on the 1st day

of June 1987 and **Four Hundred Seven and 46/100-----** 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 May, 1992. 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 -- 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 Foley Building Corp., 2520-34 S. Western Ave., Chicago, IL 60608 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 in 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 8 and 9 and Lots 10 to 16 in Block 16 in Walker's Subdivision of the Northeast quarter or Section 25, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

8-9 - ALL 10 thru 16 ALL 160-5X
Permanent Tax Nos. 16-25-225-012 and 16-25-225--012

THIS IS A SECOND MORTGAGE

THIS DOCUMENT PREPARED BY
JEROME T. MURPHY, Attorney at Law
11750 S. Western Ave., Chicago, IL 60643

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 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 unit or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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.

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

[SEAL] **LA SALLE NATIONAL BANK, as Trustee** [SEAL]

[SEAL] By: *(Signature)* [SEAL]

STATE OF ILLINOIS.

County of COOK

{ SS.

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

who _____ personally known to me to be the same person _____ whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he _____ signed, sealed and delivered the said instrument at bis _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of 19 87.

Notary Public

Notarial Seal

Form 807 Trust Deed -- Individual Mortgagor -- Secures One Instalment Note with Interest Included in Payment.
R. 11/78

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Page 8 of 8. Is executed by the LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in Trustee and said LaSalle National Bank, hereby warrants that it possesses full power and authority to execute this instrument; and its express, understanding and agreement herein or in said note, nothing herein or in said note, shall be construed as creating any liability on said First Party or on said LaSalle National Bank personally to pay said note or any interest 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 by Trustee 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 LaSalle National Bank 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, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year last above written.

LaSalle National Bank As Trustee as aforesaid and not personally

718494

By John W. Johnson Assistant Vice President

Attest C. J. Martin Assistant Secretary

STATE OF ILLINOIS }
COUNTRY OF COOK } S.S.

Marlin Friedman

a Notary Public, in and for said County in the State aforesaid, do hereby certify, that

John W. Johnson, Assistant Vice President of the LaSalle National Bank, and
C. J. Martin, Assistant Secretary

of said Bank, who are 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 said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 18 day of May A.D. 1987

Marlin Friedman
Notary Public

My Commission Expires Aug. 11, 1990

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1385

Trustee

Important

For the protection of both the borrower and lender, the note secured by this trust deed should be identified by the trustee named herein before the trust deed is filed for record.

Prepared By

1385

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400-15

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