

UNOFFICIAL COPY

TRUST DEED

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87290061

THIS ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made May 8, 1987, between Western National Bank of Cicero, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated Aug. 11, 1986 and known as Trust No. 9920 herein referred to as "First Party," and CHARLES MALLEN ----- herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed One note bearing even date herewith in the PRINCIPAL SUM OF ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) ----- DOLLARS, made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows:

In full accordance with Note dated May 8, 1987 to Affiliated Bank/Western National in the amount of \$100,000.00 executed by M.A.H. INDUSTRIES, INC., and all extensions, renewals, or refinancings thereof;

and all of said principal and interest being made payable at such banking house or trust company in Cicero 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 AFFILIATED BANK/WESTERN NATIONAL.

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE ATTACHED LEGAL DESCRIPTION

DEPT-01 \$13.00
T90003 TRAH 6387 05/29/87 11:27:00
98022 * C * -87-290061
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY

Terrence Superczynski 6881 W. Garman Rd. Cicero, Ill. 60650



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 First Party, its successors or assigns 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), screen, window shades, storm doors and windows, floor coverings, major beds, awnings, slates 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 First Party 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 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.

IN WITNESS WHEREOF, Western National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

WESTERN NATIONAL BANK OF CICERO As Trustee as aforesaid and not personally.

By WILLIAM ROY Vice-President

ATTEST CAROL ANN WEBER Assistant Secretary

STATE OF ILLINOIS, } SS. COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, 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 Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th Day of May A.D. 1987

Handwritten signature of Notary Public

My Commission Expires Nov. 22, 1987

87290061

87-290061

Box 99

CHICAGO, ILL.
4621 South Tripp
4246 West 47th Street
RECORDING INDEX PURPOSES
INVESTMENT TRUST COMPANY OF ABOVE

Box 99

RECEIVED
CITY
STREET
NAME

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.

CHARTERED NATIONAL BANK AND TRUST COMPANY
AS TRUSTEE

9920

The Note mentioned in the within Trust Deed has been identified herewith

12. The first party hereby waives any and all rights of redemption from rate under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the first party, acquitting any interest in or title to the premises subsequent to the date of this Trust Deed.

11. If Mortgagor shall sell, assign or transfer any title or interest in said premises, or any portion thereof, without the written consent of the holder of the Note unpaid indebtedness secured by this Trust Deed to be immediately due and payable, any-thing in said note or this Trust Deed to the contrary notwithstanding.

10. This Trust Deed is executed by the Mortgagor as evidenced by the signature of the Mortgagor and by the signature of the Trustee, and it is intended that the Mortgagor shall be bound by the terms hereof and that the Trustee shall be bound by the terms hereof. The Mortgagor and Trustee agree that this Trust Deed shall be binding upon the Mortgagor and Trustee and that the Mortgagor shall be bound by the terms hereof and that the Trustee shall be bound by the terms hereof.

9. This Trust Deed shall be binding upon the Mortgagor and Trustee and shall be a lien in favor of the Trustee upon the premises described herein. The Trustee shall have the right to foreclose upon the premises in the event of default by the Mortgagor. The Trustee shall also have the right to sell the premises in the event of default by the Mortgagor.

8. The Mortgagor shall pay to the Trustee the principal of and interest on the Note as provided herein. The Mortgagor shall also pay to the Trustee the cost of recording this Trust Deed and the cost of any other expenses incurred by the Trustee in connection with this Trust Deed.

7. The Mortgagor shall not incur any other debt or liability against the premises described herein until the Note secured by this Trust Deed has been paid in full. The Mortgagor shall also not lease, convey or otherwise dispose of the premises described herein until the Note secured by this Trust Deed has been paid in full.

6. The Trustee shall have the right to enforce the terms of this Trust Deed by filing a lawsuit in any court of competent jurisdiction. The Trustee shall also have the right to collect any money due to the Trustee under this Trust Deed.

5. The Mortgagor shall warrant and defend the premises described herein against all claims, suits, damages, and expenses, including reasonable attorney's fees, that may be asserted against the premises described herein.

4. This Trust Deed shall be binding upon the Mortgagor and Trustee and shall be a lien in favor of the Trustee upon the premises described herein. The Trustee shall have the right to foreclose upon the premises in the event of default by the Mortgagor.

19006222

PARCEL 1:

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED ON APRIL 29, 1897 IN THE OFFICE OF THE RECORDER OF DEEDS IN BOOK 67 OF PLATS PAGE 44 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 WHICH IS 942.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, THENCE WESTERLY ALONG SAID LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 132 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 810.93 FEET EAST OF AND PARALLEL TO THE SAID NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, THENCE NORTHERLY ALONG LAST DESCRIBED LINE A DISTANCE OF 314.74 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE WHICH IS 2,319.05 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE EASTERLY ALONG LAST DESCRIBED LINE A DISTANCE OF 132 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 942.93 FEET EAST OF AND PARALLEL WITH THE SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE SOUTHERLY ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 314.95 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS
PIN: 19-03-400-036-0000 640

PARCEL 2:

THAT PART OF LOT 'C' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44, ON APRIL 29, 1897 AS DOCUMENT 2530529 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 2153.8 FEET SOUTH FROM THE EAST AND WEST CENTER LINE OF SAID SECTION 3 WITH THE EAST LINE OF SOUTH TRIPP AVENUE (A PRIVATE STREET) SAID EAST LINE BEING 1008.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, THENCE EAST ALONG FIRST DESCRIBED PARALLEL LINE A DISTANCE OF 193.1 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 'B' IN THE CIRCUIT COURT PARTITION, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 'B' A DISTANCE OF 50 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 2203.8 FEET SOUTH FROM THE EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 193.2 FEET MORE OR LESS TO THE EAST LINE OF SOUTH TRIPP AVENUE AFOREMENTIONED, THENCE NORTHERLY ALONG THE EAST LINE OF SOUTH TRIPP AVENUE A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3;

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3 ALL IN COOK COUNTY, ILLINOIS
640

PIN: 19-03-400-109-0000 and 19-03-400-113-0000

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