

725591

UNOFFICIAL COPY

TRUST DEED



88424477

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Handwritten: 11/7/88

THIS INDENTURE, made September 2, 1988 between American National Bank and Trust Company of Chicago, solely as Trustee under Trust Agreement dated December 19, 1986 and known as Trust Number 100967-09. 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

Sixty Thousand and No/100 (\$60,000.00)-----DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Robert Barrett, of Norridge, Illinois and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on September 2, 1989 with interest thereon from September 2, 1988 until maturity at the rate of Ten (10%) per cent per annum, payable monthly on the 1st day of October, 1988 and ~~or~~ on the 1st ~~of~~ each year; all of said principal and interest bearing interest after maturity at the rate of Twelve (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

7625 Montrose, Norridge, Illinois 60634 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 successor 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:

LOT 24 IN SUB BLOCK 4 IN THE SOUTH 1/2 OF BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-32-212-021 -88-424477

Address of Property: 814 W. Webster, Chicago, Illinois 60614

DEPT-01 \$13.75
T#4444 TRAN 2303 09/16/88 15:04:00
#1379 # D = -88-424477
COOK COUNTY RECORDER

* day of each month thereafter

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 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.

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

_____[SEAL] _____ [SEAL]
_____[SEAL] _____ [SEAL]

STATE OF ILLINOIS, }
 } SS. I, _____
County of _____ } a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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.

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

Notarial Seal _____ Notary Public

Handwritten: \$13.75

88424477

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332207

8844477
Property of Cook County Clerk's Office

UNOFFICIAL COPY

A. D. 19...

2 1988

GIVEN under my hand and official seal this ...
 act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.
 party, did affix the corporate seal of said Company to said instrument as his own free and voluntary
 therein set forth; and the said Assistant Secretary then and there acknowledged that he, as Trustee as aforesaid, for the uses and purposes
 their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, and delivered the said instrument as
 Assistant Secretary of said Company, and Assistant
 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
 AND TRUST COMPANY OF CHICAGO, and
 DO HEREBY CERTIFY, that

STATE OF ILLINOIS
 COUNTY OF COOK
 L. M. BOVIENSKI
 Notary Public

OFFICIAL SEAL
 L. M. BOVIENSKI
 Notary Public, State of Illinois
 My Commission Expires 6/7/92

ATTEST
 By _____
 Assistant Secretary
 Vice-President
 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

22142589

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 said American National Bank and
 Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly under-
 stood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said
 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any
 indebtedness accruing hereunder, or to perform any covenant or implied herein contained, all such liability, if any, being
 expressly waived by Mortgagee 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 American National Bank and Trust Company of Chicago 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, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Secretary, the day and year first above written.
 affixed and attested by its Assistant Secretary, the day and year first above written.