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TRUST DEED

BOOK COUNTY OF COOK FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 4, 1988, between SUNSHINE PRODUCE, INC.,

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is 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

FORTY FIVE THOUSAND and no/100 (\$45,000.00) - - - - - Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable TO THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in instalments as follows:

Seven Thousand Five Hundred and no/100 (\$7,500.00) - - - - - Dollars or more on the 4th day of March 1989 and \$7,500.00 Dollars or more on the 4th day of each sixmonths thereafter, to and including the 4th day of March, 1991, with a final payment of the balance due on the 4th day of September 1991 with interest from September 4, 1988, on the principal balance from time to time unpaid at the rate of nine per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of fourteen 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 George Zervas, 5810 West Addison Street, 60634, - - - - - in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its 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 2 AND 3 IN THE WEST 1/2 OF BLOCK 11 IN MCREYNOLD'S SUB-DIVISION OF A PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 17-06-219-027-0000

This document was prepared by Harry E. Gabrielides 5711 North Lincoln Avenue, Chicago, Illinois 60659

1300

address - 1393-95 N. Milwaukee Chicago, Ill.

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 Mortgagor 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, radiator 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 mortgagor 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 uses and 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 and shall be binding on the Mortgagor, its successors and assigns.

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

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

President and Secretary, SUNSHINE PRODUCE, INC.,

CORPORATE SEAL

BY Panagiotis Giannoulis Assistant Vice President ATTEST Panagiotis Giannoulis Assistant Secretary

STATE OF ILLINOIS } County of Cook } SS I, Thomas N. Poulakidas, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Panagiotis (Peter) Giannoulis, Assistant Vice President of the SUNSHINE PRODUCE, INC., and Panagiotis (Peter) Giannoulis, Assistant Secretary

of said Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this Fourth day of September 1988.

Thomas N. Poulakidas NOTARY PUBLIC

Notarial Seal



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## R I D E R

Attached to and expressly made a part of that certain Trust Deed dated September 4, 1988 by and between SUNSHINE PRODUCE, INC., an Illinois corporation, herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, herein referred to as "Trustee".

THAT, WHEREAS, in addition to the sum of Forty Five Thousand (\$45,000.00) Dollars evidenced by the Installment Note accompanying this Trust Deed, the Mortgagor is indebted to the legal holder of the installment note described in this Trust Deed, in an amount of Fifty Four Thousand Two Hundred Nineteen and 22/100 (\$54,219.22) Dollars payable to the Colonial Bank & Trust Company of Chicago in forty one (41) equal consecutive monthly installments of One Thousand Three Hundred Twenty Two and 42/100 (\$1,322.42) Dollars, the next monthly installment being due and payable on September 14, 1988 and the last installment due and payable, if not sooner paid, on January 14, 1992; as per attached photostatic copy of Installment Note and Security Agreement, dated January 15, 1988, made by George Zervas and Eugenia Zervas in the original sum of Fifty One Thousand Six Hundred Fifty and 38/100 (\$51,650.38) Dollars payable to Colonial Bank & Trust Company of Chicago.

NOW, THEREFORE, the Mortgagor to secure the further payment of said monies hereinabove described in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, does by these presents CONVEY and WARRANT onto the Trustee, its successors and assigns, the real estate and all of its estate, right, title and interest in the property described in the printed form of the Trust Deed to which this Rider is attached.

SUNSHINE PRODUCE, INC.  
an Illinois corporation

BY: *George Zervas*  
President

ATTEST: *George Zervas*  
Secretary

88444695

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H I S T O R Y

Attached to and expressly made a part of said contract  
dated August 4, 1938 by and between said  
company, an Illinois corporation, herein called  
"the corporation" and CHICAGO TITLE AND TRUST COMPANY  
an Illinois corporation, herein referred to as "the bank".

That, whereas, in addition to the sum of forty five  
(\$45,000.00) dollars evidenced by the installment  
the bank has made, the mortgage is included in the  
number of the installment here described in the  
in amount of fifty four thousand two hundred  
(\$54,000.00) dollars payable to the bank in  
of \$1,000.00 in forty one (41) equal consecutive  
payments of one thousand three hundred twenty two  
(\$1,322.41) dollars, the next monthly installment  
payable on September 14, 1938 and the last  
payable, if not sooner paid, on January 1, 1941,  
photostatic copy of installment note and original  
dated January 15, 1938, made by bank, herein  
in the original sum of fifty one thousand  
(\$51,000.00) dollars payable to Chicago  
Company of Chicago.

NOW, THEREFORE, the mortgage to secure the  
said mortgage hereabove described, in accordance  
provisions and limitations of the contract  
made of the government and agreement herein  
mortgage to be perfected, does by these  
present into the record, the mortgage  
and all of its estate, legal, equitable  
described in the original form of the  
is attached.

CHICAGO TITLE AND TRUST COMPANY, INC.  
an Illinois corporation

Witness my hand and seal this 15th day of August, 1938.

ATTEST:  
Secretary

100-47-8000

