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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 6, 1988, between The Mid-City National Bank of Chicago as trustee under trust agreement dated 9-16-88 and known as trust no. 2114,

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 \$10,000.00

Ten Thousand 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 _____ on the balance of principal remaining from time to time unpaid at the rate of _____ percent per annum in instalments (including principal and interest) as follows:

Dollars or more on the _____ day of _____ month and year _____ Dollars or more on the _____ day of each _____ 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 6th day of April, 1989. All such payments on account of the indebtedness made 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 Mr. Luis Salas & Mr. Manuel Gomez in ~~mid City~~, 4619 W. Armitage, Chicago, IL 60639

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 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 1 and 2 in block 8 in Garfield, being a Subdivision of part of the South East 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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Property Address: 1953 N. Keystone; 4021-23-25 W. Armitage
Chicago, IL 60639

This is a second mortgage.

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 thereon or therefor 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, 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.

The Mid-City National Bank of Chicago, Trustee [SEAL]

By _____

W.A. THUMA, JR.

M.E. CHENEY [SEAL]

NOTARY OFFICER

Assistant Trust Officer

STATE OF ILLINOIS.

I, VIRGINIA L. LARSON, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook

that W.A. THUMA, JR., ~~W.A. THUMA, JR.~~ ~~PRESIDENT AND TRUST OFFICER~~

M.E. CHENEY, Assistant Trust Officer

who are personally known to me to be the same person as 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 as a voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

VIRGINIA L. LARSON

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/9/88

Notarial Seal

Form BO7 - Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest and Costs - Page 1

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1000 W. 10TH STREET ADDRESS FOR QUESTIONS
INSURANCE PROPERTY HIRE

MAIL TO: Box 783

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Executed and delivered by Mid-City National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not in personal liability, but the agreements of the Trustee, or for the purpose of creating the funds personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon him as such Trustee, and no personal liability or personal responsibility shall attach, or shall at any time be asserted or enforced against said Trustee in account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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