

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

S117242 PAC

THIS INDENTURE, made October 13 1988 between LaSalle National Bank, not individually, but as trustee under trust agreement dated September 22, 1988 and known as Trust No. 113518

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

Thirty Six Thousand (\$36,000.00) and no/100----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER-----

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on October 13, 1989 with interest thereon from October 13, 1988 until maturity at the rate of Ten (10%) per cent per annum, payable semi-annually on the 1st day of each month and of in each year; all of said principal and interest bearing interest after maturity at the rate of----- 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

Manuel Flores, 1632 N. Leavitt, 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 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:

Lot 37 in Block 2 in Subdivision of Block 10 in Canal Trustees' Subdivision of the West 1/2 of Section 5, Township 33 North, Range 14, East of the Third Principal Meridian (except the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 thereof) in Cook County, Illinois.

DEPT-01 \$13.25
T#4449 TRAN 3724 11/18/88 10.53.00
#5371 # D * -33-533916
COOK COUNTY RECORDER

88533916

P.I.N. 17-05-117-048

Common Address: 1310 N. Cleaver, Chicago, Illinois 60622

13.00 MAIL

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.

LASALLE NATIONAL BANK T/U/A #113518 dtd. 9/22/88

By: _____ (SEAL) Vice President (SEAL)

Attest: _____ (SEAL) Asst. Secretary (SEAL)

STATE OF ILLINOIS,

County of COOK

I, Dorothy L. Dallmann

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Chloe Arlan, Vice President and G. R. Reinhard, Asst. Secretary of LASALLE NATIONAL BANK OF CHICAGO

who are personally known to me to be the same person s whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of Oct., 19 88.

Notarial Seal

Dorothy L. Dallmann Notary Public

UNOFFICIAL COPY

DATED

THIS ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE UNDER TRUST NO.

LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

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Form XK0139