



719469 TRUST DEED UNOFFICIAL COPY 3 3 6

This instrument was prepared by: JOSEPH D. PALMISANO 222 W. Adams Chicago, IL 60606 CTTC 5

THE ABOVE SPACE FOR RECORDER'S USE ONLY 88010336

THIS INDENTURE made July 13th 1987 between LaSALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 10-28-85 AND KNOWN AS TRUST NO. 110483

a corporation organized under the laws of State 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 principal Promissory notes hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

FORTY-FIVE THOUSAND AND 00/100 (\$45,000.00) DOLLARS.

evidenced by two (2) Principal Promissory Notes of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, said principal notes being in the amounts and maturing as follows:

DEPT-91 RECORDING \$13.25 T#2222 TRAN 6627 01/06/88 10:17:09 #7752 # B * 88-010336 COOK COUNTY RECORDER

- 1. \$38,000.00 due November 30, 1988
2. \$7,000.00 due November 30, 1988

with interest thereon from December 1, 1983 until maturity at the rate of 10 per cent per annum, all of said principal and interest bearing interest after maturity at the rate of 10 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 notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of 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.

Lots 10 and 11 in Albert Wisner's Subdivision of the South 1/2 of Block 5 in Hambleton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 2100 NORTH CENTRAL PARK, CHICAGO, ILLINOIS P. I. N. 13-35-122-043

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, curtain doors and windows, floor coverings, smolder beds, saunas, 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 unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth and for the equal security of the said principal notes hereinafter described, without preference or priority of any one of said principal notes, over any of the others by reason of priority of time of maturity, or the negotiation thereof or otherwise.

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 of said Corporation.

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

REAL ESTATE TRUSTEE UNDER ATTACHED TRUST NO. 110483

LaSALLE NATIONAL BANK, as Trustee under TRUST NO. 110483

BY: Assistant Vice President

ATTEST: Assistant Secretary

CORPORATE SEAL

STATE OF ILLINOIS, County of COOK, I Nancy G. Seathoff, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Assistant Vice President of the LaSALLE NATIONAL BANK and 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, at execution 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 13th day of July, 1987

Notarial Seal By Commission Expires 4-28-92 Nancy G. Seathoff NOTARY PUBLIC

88010336

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED July 13, 1987 UNDER TRUST NO. 110483

719469

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 110483 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 holders 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.

28010336

Office