

UNOFFICIAL COPY

TRUST DEED

(No. 2)

89491883

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 1 1989, between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED August 1, 1989 AND KNOWN AS TRUST No. 109086-06 herein referred to as "Mortgagors", and HARRIS BANK WINNETKA, a National Banking Association, organized and existing under the laws of the United States of America, with its principal office in the Village of Winnetka, County of Cook, State of 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 (\$1,300,000.00) One million three hundred thousand and no/100----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF XXXXXXXXX HARRIS BANK WINNETKA N.A. and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum rate of  $P+1\frac{1}{2}$ \*\* per cent per annum, payable on the 1st day of Sept. 1989 and of same day of each consecutive month year, all of said principal and interest bearing interest after maturity at the rate of  $P+3\frac{1}{2}$ \*\* per cent per annum, principal and interest being made payable at such banking house in Winnetka, 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 HARRIS BANK WINNETKA N.A. 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:

Lots 8 through 12 inclusive in Block 46 in Elston Addition to Chicago being a Subdivision of part of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as 1500 N. Kingsbury, Chicago, Illinois.

PIN: 17-05-212-006, 007, 008, 009, 010

\*\* Lender's prime interest rate plus one percent as it exists from time to time. However, upon maturity, demand, or an event of default, the rate shall increase to the Lender's prime interest rate plus three percent.

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, I, \_\_\_\_\_  
 } SS. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT  
 County of \_\_\_\_\_

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

A 975457 0 F

13.00

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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 understood 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 either express 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 Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally.

By

[Signature of J. MICHAEL WHELAN]

Assistant Secretary

ATTEST

Octavia M. Greene

STATE OF ILLINOIS / COUNTY OF COOK

I, J. MICHAEL WHELAN, Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY OF CHICAGO, do hereby certify, that

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 their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to the foregoing instrument in his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL

GIVEN under my hand and notarial seal this 11th day of August, 1993, at Chicago, Illinois, State of Illinois. My Commission Expires 10/2/91

AUG 11 1993

[Signature of Notary Public]

Notary Public