

UNOFFICIAL COPY

89541738

Trust Deed

The Above Space For Recorder's Use Only

THIS INSTRUMENT, made JULY 25TH 1988, between MORT TRUST CO. OF ILLINOIS not personally but solely as Trustee under Trust # 52744 d. dated 07/22/88 herein referred to as "Mortgagors," and RUBEN HARRIS

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, of even date herewith, executed by Mortgagors, made payable to

HARRIS LOAN & MORTGAGE CORP., 1701 SOUTH FIRST AVENUE, MAYWOOD, IL. 60153

and delivered, in and by which note Mortgagors promise to pay the principal sum of --TWENTY THREE THOUSAND EIGHT HUNDRED EIGHTY SEVEN 275,100.83, \$33,846.75 Dollars, and interest as specified in Promissory Note from 07/25/88

to be payable in installments as follows: --FOUR HUNDRED TEN AND 06/100----- \$410.06 Dollars on the 25TH day of AUGUST, 1988, and --FOUR HUNDRED TEN AND 06/100----- Dollars on the 25TH day of each and every month thereafter until said note is fully paid. All such payments on account of the indebtedness evidenced by said note, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate as specified in Promissory Note.

and all such payments being made payable at 1701 South First Ave., Suite 300, MAYWOOD, ILLINOIS 60153

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, in the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment herein contained, in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

CHICAGO, COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

LOT 8 (EXCEPT THAT PART THEREOF LYING NORTHERLY AND EASTERLY OF LINE BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 8, SAID POINT BEING 24.17 FEET WEST OF THE EAST LINE OF LOT 8 AND EXTENDING TO A POINT ON THE EAST LINE OF LOT 8 WHICH POINT IS 17.29 FEET SOUTH OF THE NORTH LINE OF SAID LOT 8) IN BLOCK 6 IN KINSELY'S FOREST GARDEN, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD 7th SECTION 8, TOWNSHIP 48 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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1111 1008 749 11/14/89 10:52:00

Commonly known as: 5556 N. AUSTIN AVENUE, CHICAGO IL 60630

Permanent Index Number: 13-08-122-027

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all tents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, masonry beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

THIS TRUST DEED further secures any additional advances made by the Holders of the Note to the Mortgagors or their successors in title, prior to the cancellation of this Trust Deed, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this Indenture shall not at any time secure outstanding principle obligations for more than Two-Hundred-Thousand Dollars (\$200,000.00), plus advances that may be made for the protection of the security as herein contained; it is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Holders of the Note within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made; all such future advances so made shall be liens and shall be secured by this Indenture equally and to the same extent as the amount originally advanced on the security of this Indenture, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

UNOFFICIAL COPY

My commission expires: 9-24-88

Notary Public

THIS DAY OF July, 1988

I, Joseph F. Sochacki, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard H. [Name], Assistant Vice President of the NBD TRUST COMPANY OF ILLINOIS and Robert Swartz, Assistant Secretary of said Trust Company, personally known to me to be the same persons whose names are subscribed to 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 Trust Company for the uses and purposes therein set forth, and said Assistant Secretary and said Trust Company did affix the corporate seal of said Trust Company to said instrument as its own free and voluntary act and as the free and voluntary act of said Trust Company, for uses and purposes therein set forth.

STATE OF ILLINOIS) ss
COUNTY OF COOK

Assistant Secretary

ATTEST

Assistant Vice President

BY:

NBD TRUST COMPANY OF ILLINOIS as Trustee as aforesaid and not personally, but solely to bind the Trust Estate

IN WITNESS WHEREOF, NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the NBD TRUST COMPANY OF ILLINOIS, 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 NBD Trust Company of Illinois, 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 NBD Trust Company of Illinois 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 Trustee 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 NBD Trust Company of Illinois 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 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.

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Trust Deed UNOFFICIAL COPY 89541798

The Above Space For Recorder's Use Only

THIS INDENTURE, made JULY 25TH 1988, between NBD TRUST CO. OF ILLINOIS not personally but solely as trustee under trust # 52544SK dated 07/22/88, herein referred to as "Mortgagors," and RUBEN HARRIS

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, of even date herewith, executed by Mortgagors, made payable to

HARRIS LOAN & MORTGAGE CORP. 1701 SOUTH FIRST AVENUE, MAYWOOD, IL. 60153 and delivered, in and by which note Mortgagors promise to pay the principal sum of --TWENTY THREE THOUSAND EIGHT HUNDRED FORTYSIX & 75/100 \$23,846.75 Dollars, and interest as specified in Promissory Note from 07/25/88

to be payable in installments as follows: --FOUR HUNDRED TEN AND 06/100----- \$410.06 Dollars on the 25TH day of AUGUST, 19 88, and --FOUR HUNDRED TEN AND 06/100----- Dollars on the 25TH day of each and every month thereafter until said note is fully paid. All such payments on account of the indebtedness evidenced by said note, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate as specified in Promissory Note.

and all such payments being made payable at 1701 South First Ave., Suite 300, MAYWOOD, ILLINOIS 60153 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment herein contained, in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and ~~WARRANT~~ unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit: LOT 8 (EXCEPT THAT PART THEREOF LYING NORTHERLY AND EASTERLY OF LINE BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 8, SAID POINT BEING 24.17 FEET WEST OF THE EAST LINE OF LOT 8 AND EXTENDING TO A POINT ON THE EAST LINE OF LOT 8 WHICH POINT IS 17.29 FEET SOUTH OF THE NORTH LINE OF SAID LOT 8) IN BLOCK 8 IN KINSEY'S FOREST GARDEN, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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COOK COUNTY RECORDER

Commonly known as: 5336 N. AUSTIN AVENUE, CHICAGO IL 60630

Permanent Index Number: 13-08-122-027

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

THIS TRUST DEED further secures any additional advances made by the Holders of the Note to the Mortgagors or their successors in title, prior to the cancellation of this Trust Deed, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this Indenture shall not at any time secure outstanding principle obligations for more than Two-Hundred-Thousand Dollars (\$200,000.00), plus advances that may be made for the protection of the security as herein contained; it is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Holders of the Note within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made; all such future advances so made shall be liens and shall be secured by this Indenture equally and to the same extent as the amount originally advanced on the security of this Indenture, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

THIS TRUST DEED is executed by the NBD TRUST COMPANY OF ILLINOIS, 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 NBD Trust Company of Illinois, 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 NBD Trust Company of Illinois 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 Trustee 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 NBD Trust Company of Illinois 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 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.

89541798

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MAIL TO: HARRIS LOAN & MORTGAGE CORP.
1701 SOUTH FIRST AVENUE
MAYWOOD, IL 60153

Property of Cook County Clerk's Office

TYPE NAME
BELOW
SIGNATURE(S)

(Seal) _____ (Seal)

State of Illinois, County of COOK ss., _____, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that _____

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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____ 19____
Commission expires _____ 19____
Notary Public

MAIL TO: HARRIS LOAN & MORTGAGE CORP.
1701 SOUTH FIRST AVENUE
MAYWOOD, ILLINOIS 60153

809/RES/1186PA

This instrument was prepared by Ruben Harris.

1701 South First Avenue, Suite 300, Maywood, Illinois 60153

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