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TRUST DEED

89075760

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 28 19 88, between American National Bank of Lansing not personally but as Trustee under Trust #2040-804 dated December 28, 1988

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

One hundred forty thousand and 00/100 (\$140,000.00) 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 December 28, 1988 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: Upon demand

----- Dollars or more on the ----- day of ----- 19----- and ----- 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 ----- day of ----- All such payments on account of the indebtedness evidenced 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 Harwood Heights, IL 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 Peter B. Canalia, 18525 Torrence in Oak City, Lansing, IL 60438

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 COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 12 in First Addition to Ridgemoor Manor, a subdivision of the South 493.18 feet of the North 891.18 feet of the West 15 acres of the North-west quarter North of the Indian Boundary Line of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.**

P. I. N. #13-17-100-057

Prepared by: Peter B. Canalia and Mail to: 18525 So. Torrence Lansing, IL 60438

DEPT-01 TR1111 TRAN 4296 02/17/89 14:44:06 #7751 # A * 89-075760 COOK COUNTY RECORDER \$13.25

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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, inlaid 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 for 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.

American National Bank of Lansing [SEAL] Trust #2040-804 [SEAL] By: SEE TRUSTEE'S NAME ATTACHED [SEAL] [SEAL]

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of THAT

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 Notary Public

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THIS INSTRUMENT IS A ~~TRUST DEED~~ Trust Deed

dated 12-28-88 in the amount of \$ 140,000.00 is executed by the AMERICAN NATIONAL BANK OF LANSING, 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 OF LANSING, 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 the said AMERICAN NATIONAL BANK OF LANSING 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 Mortgage 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 OF LANSING personally are concerned, the legal holder or holders of said instrument 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 any 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 OF LANSING, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Asst. V.P. this 25th day of January 1989

AMERICAN NATIONAL BANK OF LANSING, Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated 12-28-88 and known as Trust No. 2040-304

BY: Jerome M. Gardberg
Jerome M. Gardberg, V.P./Trust Officer

ATTEST:
John P. Gallagher
John P. Gallagher, Asst. Vice Pres.
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

89075760

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jerome M. Gardberg, of the AMERICAN NATIONAL BANK OF LANSING, a corporation of Illinois, and John P. Gallagher, of said corporation of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P./Trust Officer and Asst. Vice President respectfully, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth; and the said Asst. Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said corporation of Illinois, did affix the said corporate seal of said corporation of Illinois to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of January 1989

Maureen Swanson 727992
Notary Public

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Property of Cook County



PETER PANAMA
CL 8503-11 S. TORRENCE
LA 5506, IL
60438

Clerk's Office

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