

UNOFFICIAL COPY

TRUST DEED

THIS IS A SECOND MORTGAGE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 15, 1988, between O.M.A.R., Inc.

a corporation, organized under the laws of State of Illinois, herein referred to as "Mortgagor," and 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifty-Five Thousand Six Hundred Twenty-Four and 97/100 Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Base plus 2% per cent in instalments (in monthly payments) as follows:

Interest only payable quarterly thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on Demand. 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 Base plus 2% 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 First State Bank of Chicago 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 County of Cook AND STATE OF ILLINOIS,

The South Half of Lot 9 and the North Half of Lot 10 in the Subdivision of Lot 17, in Block 3 in John Lewis Cochran's Subdivision of the West half of the North East quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Property address: 5525 N. Broadway, Chicago, Permanent Index No. 14-08-200-006-0000

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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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador 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 mortgagor or its 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. 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 Board of Directors of the Sole Director

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its O.M.A.R., Inc.

CORPORATE SEAL BY Marta Miyares XXXXXX Vice President

ATTEST: Assistant Secretary

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Marta Miyares of the O.M.A.R., Inc.

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 executed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as such Assistant Secretary of said Company, did affix the corporate seal of said Company, to said instrument as said Assistant Secretary, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of December, 1988. Notary Public

Notarial Seal

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ACTION BY SOLE DIRECTOR OF
O.M.A.R., INC.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING

The undersigned, being the sole director of the above named Illinois corporation (the Corporation), acting pursuant to the provisions of Section 8.45 of the Illinois Business Corporation Act of 1983, does hereby authorize and consent in writing in lieu of a special meeting to the adoption of the following preambles and resolutions:

Whereas, O.M.A.R., Inc., being title holder to Real Estate commonly known as 5525 North Broadway, Chicago, Illinois 60640 has

Resolved to grant First State Bank of Chicago a second mortgage on the Real Estate referenced above as security for a loan in the amount of Fifty-Five Thousand Six Hundred Twenty-Four and 97/100 Dollars (\$55,624.97) in the name of Marceline Miyares.

Further resolved that Marta Miyares, in her capacity as Corporate Officer of O.M.A.R., Inc., is hereby authorized to execute a Trust Deed in the amount of Fifty-Five Thousand Six Hundred Twenty-Four and 97/100 (\$55,624.97) and Installment Note in the amount of Fifty-Five Thousand Six Hundred Twenty-Four and 97/100 (\$55,624.97) regarding the aforementioned Real Estate.

This Resolution is being executed in the best interest of the Corporation.

Dated: December 15, 1988

Marta Miyares

Marta Miyares

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