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TRUST DEED
759914

89393699

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 31, 19 89, between Harris Trust & Savings Bank, as Trustee, U/T 94520 dated 7/17/89 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the ~~Deed~~ Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$1,111,111.11, hereinafter referred to as One Million five hundred twenty thousand five hundred ~~and no/100 89-393699~~ (\$1,520,500.00) 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 July 31, 1989 on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments (including principal and interest) as follows: Thirteen thousand six hundred eighty and 40/100 (\$13,680.40)

Dollars or more on the 1st day of September 19 89 and Thirteen thousand six hundred eighty and 40/100 (\$13,680.40)

Dollars or more on the 1st day of each month 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 31st day of July 19 96 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 11.00 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 Ken Bryn Building Company c/o David I. Spark, 180 N. LaSalle St., Chicago, IL

and whereas Mortgagor is also justly indebted to the holder or holders of the Principal Note 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 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.

See attached legal

Exoneration provision restricting any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

* described said holder or holders being referred to as Holders of the Note in the principal sum of \$100,000.00 made payable to Bearer and delivered, in and by Mortgagor, promises to pay interest at the rate of 6% per annum in arrears and to make two annual payments of \$50,000.00 each on 7/31/90 and 7/31/91.

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, 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 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

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Assistant Vice President as trustee Harris Trust & Savings Bank U/T 94520 dated 7/17/89 and not individually

CORPORATE SEAL

BY [Signature] Assistant Vice President
ATTEST: [Signature] Assistant Secretary

STATE OF ILLINOIS, } I, Catherine Murphy
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HERMAN [Signature] Vice President of the HARRIS TRUST AND SAVINGS BANK and KENNETH E. PIEKUT 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 as custodian 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

"OFFICIAL SEAL" Catherine Murphy Notary Public, State of Illinois My Commission Expires 3/6/92

GIVEN under my hand and Notarial Seal this 31 day of July, 19 89
Catherine Murphy NOTARY PUBLIC

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hereafter

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(ART. 14) 5228-Y

THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank 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 Harris Trust and Savings Bank, 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 principal or interest notes or obligations contained shall be construed as creating any liability on the Harris Trust and Savings Bank personally to pay the said principal notes or obligations 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 lender, trustee, or mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Harris Trust and Savings Bank is concerned, the legal holder or holders of said principal and interest notes or obligations 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 principal note or obligation, provided.

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Property Office

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Property of Cook County Clerk's Office

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89393699

75 E. Washington Street, Suite 600
Chicago, IL 60602

AUDITH S. SHERRILL

This instrument prepared by:

Property of Cook County Clerk's Office

759914

PERMANENT INDEX NUMBER(S): 14 08 202 003

THE SOUTH 44 FEET OF LOT 21 IN BLOCK 1 IN JOHN LEWIS COCHRAN'S
SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8,
TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S): 14 08 202 002

THE NORTH 6 FEET OF LOT 21 AND THE SOUTH 44 FEET OF LOT 22
IN BLOCK 1 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST
1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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