

4 of 4



JUNIOR TRUST DEED

75-1180

CTTC 7

UNOFFICIAL COPY

This Trust Deed is subject and subordinate to the mortgage recorded as document 90519856.

15.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CF 12-64-515 D 2

THIS INDENTURE, made October 15, 1990, between Manufacturers Affiliated Trust Company, an Illinois Trust Company, Trustee under Trust Agreement dated July 10, 1990 and known as Trust No. S-11052

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

Sixty-five Thousand and no/100----- 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 October 24, 1990 on the balance of principal remaining from time to time unpaid at the rate of 11% percent per annum in instalments (including principal and interest) as follows:

Six Hundred Seventy and 93/100----- Dollars or more on the 1st day of December 1990 and Six Hundred Seventy and 93/100----- 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 1st day of December, 1993 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 18% 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 Patrick F. Shaw 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:

Lot 24 in Hammonds Subdivision of the North 1/2 of the East 1/2 of the West 1/2 of the South West 1/4 of the North West 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2954 N. Albany, Chicago, Illinois

P.I.N. 13-25-120-017

This document prepared by and when recorded return to Anthony Carey 33 W. Jackson Blvd Chicago, Ill. 60604

90519858

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. Charles Krutera [SEAL] Patricia Smith [SEAL] Richard Smith [SEAL]

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

Notarial Seal



# UNOFFICIAL COPY

9 0 5 1 9 3 5 8

17. If mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the Note secured hereby, the holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable, anything in said Note or this Trust Deed to the contrary notwithstanding.
18. Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the mortgagors, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.
19. Mortgagors hereby sell, assign, transfer, and set over to Trustee and Patrick F. Shaw, his successors and/or assigns ("Holder of the Note"), all the rents, issues and profits now due and which may become due under or by virtue of any lease, or any agreement for the use or occupancy of any part of the premises described, which may have been or may be made or agreed to, or to which may be made or agreed to by the Trustee or the Holder of the Note under the power granted it, being the intention to establish an absolute transfer and assignment of all such leases and agreements and all the avails under the leases and agreements to the Trustee or the Holder of the Note. It is understood and agreed that the Holder of the Note secured hereby shall have the power to use and apply the avails, issues and profits of the payment of any present or future indebtedness or liability of the mortgagors to the holder, due or to become due, or that may be contracted, and also toward the payment of all expenses for the care and management of the premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the premises and collecting rents and expense for such attorneys, agents and servants as may reasonably be necessary. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness secured by the Trust Deed shall have been fully paid, at which time this assignment shall terminate. It is understood and agreed that Trustee and the Holder of the Note will not exercise its rights under this assignment until after default in any payment secured by the Trust Deed or after a breach of any of its covenants.

IDENTIFICATION NUMBER \_\_\_\_\_

7151130

30519858

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

9 0 5 1 9 8 5 8

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

MANUFACTURERS AFFILIATED TRUST COMPANY, TRUSTEE

By: [Signature]

Its: VP

ATTEST:

By: [Signature]

Its: VP

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF COOK    )

COOK COUNTY, ILLINOIS

1990 OCT 24 PM 2:40

90519858

90519858

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the MANUFACTURERS AFFILIATED TRUST COMPANY, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Corporation for the uses and purposes therein set forth and said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the voluntary act and as the free and voluntary act of said Corporation for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 23 day of OCTOBER, 1990

[Signature]  
NOTARY PUBLIC

OFFICIAL SEAL  
ANTONETTE PATEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 22, 1993

760980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE