



of The South Shore Bank of Chicago
7054 So. Jeffrey Boulevard
Chicago, Illinois 60657

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 27, 1990, between CAPITAL BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 7, 1990 AND KNOWN AS TRUST NUMBER #2129 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, 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 (\$75,000.00) SEVENTY-FIVE THOUSAND AND 00/100----- 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 ~~on~~ on the balance of principal remaining from time to time unpaid ~~at the rate of~~ ~~XXXXXX~~ XXXX

IN ACCORDANCE WITH THE RATE OF INTEREST AND OTHER TERMS AND CONDITIONS AS SET FORTH IN THE NOTE SECURED HEREBY

principal and interest, if not sooner paid, shall be due on the 1ST day of JANUARY 1991. 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 NOTE 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 THE SOUTH SHORE 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 CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS to wit:

LOTS ONE (1) TO FIVE (5) BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF WEST 79TH STREET) IN BLOCK TWO (2) IN J.W. COOPER'S SUBDIVISION OF THE SOUTH ONE (1/3) ONE-THIRD OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX ID# 19-26-416-035 TO 039 COMMONLY KNOWN AS 3450-58 W. 79TH STREET, CHICAGO, ILLINOIS

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 Senior 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 said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Sr. V.P. & Ass't. T.O. CAPITAL BANK AND TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 2129 DATED 11/7/90 BY John E. Houlihan Senior Vice President ATTEST: Sharon K. Crowley Assistant Trust Office

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STATE OF ILLINOIS, County of Cook } SS. I, Victoria J. Klobukowski, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John E. Houlihan, Senior Assistant Vice President of the Capitol Bank and Trust and Sharon K. Crowley, Ass't. Trust Officer

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. 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 T.O. as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as the Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

" OFFICIAL SEAL " VICTORIA J. KLOBUKOWSKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/10/92

GIVEN under my hand and Notarial Seal this 6th day of December, 1990. Victoria J. Klobukowski NOTARY PUBLIC

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terms or warranties contained in this instrument.

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- 18. Transfer of Property Assumption. If or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.
- 19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of the South Shore Bank of Chicago) dated November 19, 1990 addressed to and accepted by Dominic Rossi & Ann Rossi as are not herein set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.
- 20. Additional Payment due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertained bill for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.
- 21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 6404 (c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.
- 22. The mortgagor hereby waives 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 judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

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This instrument is executed by CAPITOL BANK AND TRUST OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and no individuality, and no personal liability, shall be asserted or be enforceable against CAPITOL BANK AND TRUST OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mail to:
SOUTH SHORE BANK
ATTN: REAL ESTATE
7054 S. SATELLY BLVD
Chicago, IL 60649