

TRUST DEED UNOFFICIAL COPY



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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 5, 1990, between FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as trustee under Trust #25-10447, dated November 20, 1989

a corporation organized under the laws of Illinois, hereinafter referred to as "Mortgagor" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of

TEN THOUSAND (\$10,000.00) ----- DOLLARS.

evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on November 5, 1991 with interest thereon from N/A until maturity at the rate of N/A per centum per annum, payable semi-annually on the day of each year; all of said principal and interest bearing interest after maturity at the rate of 10% 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 EDUARDO FIGUEROA, or his assignee in said Chicago, Illinois

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 right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 10 AND THE WEST 0.87 FEET OF LOT 9 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 28 IN LEE AND OTHERS SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I. D. #16-12-331-018

PROPERTY ADDRESS: 2823 W. Warren Blvd. Chicago, Illinois

PREPARED BY: JOSEPH A. DEL CAMPO 5438 W. Belmont Avenue Chicago, Illinois 60641

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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 to a party 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 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 is 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 said corporation. Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its

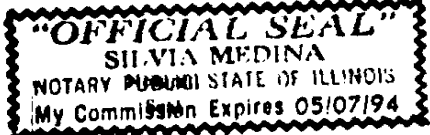
CARMELO MOJICA, individually Corporate Seal

BITA MOJICA, Individually AS TRUSTEE AND NOT INDIVIDUALLY ASSISTANT VICE PRESIDENT ATTEST ASSISTANT SECRETARY

STATE OF ILLINOIS, County of Cook ss. MARTIN S. EDWARDS, Assistant Vice President of the MARIO V. GOTANCO, 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 therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of November, A.D. 1990 Silvia Medina, NOTARY PUBLIC



14.00

UNOFFICIAL COPY

TRUST DEED EXONERATION RIDER

THE TRUST DEED is executed by the **First Chicago Trust Company of Illinois**, and 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 **First Chicago Trust Company of Illinois**, 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 Trustee or on said **First Chicago Trust Company of Illinois** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness securing hereunder, or to perform any of the said either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **First Chicago Trust Company of Illinois** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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County Clerk's Office