

UNOFFICIAL COPY

THIS INSTRUMENT IS ATTACHED HERETO AND MADE A PART HEREOF
TRUST DEED DATED November 30, 1990, in the amount of
\$250,000.00 G. & G. Real Estate Partnership

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
Under Trust No. 1517 and not individually

By: [Signature]
Its: Suzanne Goldstein Baker
Vice President

ATTEST:

By: [Signature]
Kim M. Kobowicz
Its: Trust Officer

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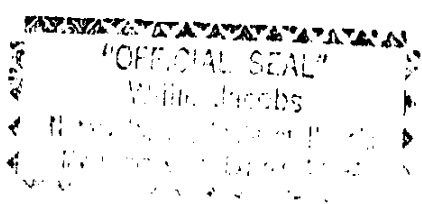
DEPT-01 RECORDING \$15.00
T#1111 TRAN 2626 12/10/90 15:41:00
#4628 # A **70-599839
COOK COUNTY RECORDER

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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 30th day of November, 1990

[Signature]
NOTARY PUBLIC



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Property of Cook County Clerk's Office

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TRUST DEED

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DOCUMENT PREPARED BY: John J. Lag, 218 N. Jefferson, Chicago, IL 60606

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 30, 1990 19 , between MANUFACTURERS AFFILIATED TRUST COMPANY, as trustee, u/t/a #11517, dated August 27, 1990

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

TWO HUNDRED FIFTY THOUSAND DOLLARS---

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER* G & G REAL ESTATE PARTNERSHIP

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 30, 1990 on the balance of principal remaining from time to time unpaid at the rate of TWELVE per cent per annum in instalments (including principal and interest) as follows:

Payments of interest only shall be payable monthly, beginning November 30, 1990, of \$19.00 per month... Dollars or more on the day of the month of each 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 13th day of April, 1992.

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 TWELVE % 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 G & G REAL ESTATE PARTNERSHIP, in said City of 1948 W. Carroll, Chicago, IL 60612.

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:

Lots 3 to 10 and Lot 40 in Block 3 in W.P. Dominick's Subdivision of Lots 1, 2 and 3 of Block 14 of Sheffield's Addition to Chicago, Being a Subdivision in Sections 29, 31, 32 and 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 2100-18 N. Southport & 1414 W. Dickens, Chicago, IL 60614. P.I.N. # 14-32-123-029, 032, 033, 034 & 035.

The principal amount due under the Instalment Note & any accumulated interest, shall at once be due and payable, at the election of the Holder thereof, in the event that title to the premises is sold or transferred by Promissor, including the transfer of the beneficial interest to the land trust, prior to maturity.

SEE RIDER ATTACHED HERETO AND MADE PART HEREOF - THIS IS A JUNIOR MORTGAGE.

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 in 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 units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, major 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.

MANUFACTURERS AFFILIATED TRUST COMPANY, as trustee, u/t/a #11517, dated August 27, 1990 SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY

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

Notary Public

Notarial Seal

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RIDER

THIS IS A JUNIOR MORTGAGE- This Trust Deed is expressly subordinate and inferior to the Mortgage described as follows:

Mortgagor: MANUFACTURERS AFFILIATED TRUST COMPANY,
as trustee, u/t/a #11517, dated August 27, 1990.

Mortgagee: AFFILIATED BANK

Amount: \$1,050,000.00

Dated: November 30, 1990.

Property: same property as described previously in this Trust Deed.

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