

UNOFFICIAL COPY

TRUST DEED

1990 JUL 19 PM 3:03

90348303

72-63-019 (01)

\$17.00

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CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 15 1990 between LaSalle National Trust, N.A. as trustee under trust agreement dated 6/12/90 and known as trust # 115623 a corporation, organized under the laws of United States of America, hereinafter referred to as "Mortgagor," and CHICAGO FIRE 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 Thirty Five thousand and No/100 (\$35,000.00) 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 from July 11, 1990 on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent in instalments (including principal and interest) as follows: accrued interest in arrears, annually, commencing on the 11th day of July 91 and accrued interest annually Dollars on the 11th day of each July 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 11th day of July 1995. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in OAK PARK 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 JEAN G. MURPHY 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 COUNTY OF Cook AND STATE OF ILLINOIS,

to wit: Village of Oak Park Cook

See attached legal description

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including, 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, masha 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 LaSalle National Trust, N.A. as trustee and not individually under Trust Agreement dated June 12, 1990 and known as Trust Number 115623

CORPORATE SEAL

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

STATE OF ILLINOIS, Cook County of } SS. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carlana Bek Assistant Vice President of the LaSalle National Trust, N.A. and William H. Dillon 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 17th day of July 1990 [Signature] NOTARY PUBLIC

TO AND MADE A PART HEREOF

SEE ATTACHED LEGAL DESCRIPTION

90348303



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## RIDER TO TRUST DEED

This Rider is attached to and made a part of that certain Trust Deed dated June 15, 1990 by and between LaSalle National Trust, N.A. as Trustee and not individually under Trust No. 115623 "Mortgagor", and Chicago Title and Trust Company as "Trustee", and any conflict or ambiguity between such Trust Deed and this Rider shall be resolved in favor of this Rider.

17. This Trust Deed is Junior, subject and subordinate to the lien of American National Bank of Melrose Park, evidenced by a Mortgage/Trust Deed made by Mortgagor dated June 15, 1990 and recorded as Document #90348301 and an Assignment of Rents dated June 15, 1990 and recorded as Document #90348302, both to secure an Installment Note dated June 15, 1990 in the principal sum of \$262,000.00. Trustee and the holder or holders of the Note secured hereby agree that the lien of American National Bank of Melrose Park may be refinanced, extended, and/or increased and the identity of the Lender may change during such refinancing, extension, and/or increasing, and the Trustee and the holder or holders of the Note agree, upon five (5) days written notice, to execute appropriate subordination agreements to further subordinate the lien created hereby to the lien of such refinanced extended or increased first and superior mortgage. Failure of the holder or holders hereof to execute such subordination agreement within such five (5) day period of time shall cause all interest under the Note to cease to accrue commencing upon the expiration of such five (5) day period, and continuing through the date such subordination agreement is executed and delivered to Mortgagor.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF  
LaSalle National Trust, N.A.  
as Trustee under Trust Agreement not individually  
dated June 12, 1990 and known as  
Trust # 115623

By:

  
Assistant Vice President

Attest:

  
ASSISTANT Secretary

7/11/90

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PAST RECORD

SEE RID

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Property of Cook County Clerk's Office

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7638-11

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED June 15, 1990 UNDER TRUST NO. 115623

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 115623. In the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence of the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or 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 or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED June 15, 1990 UNDER TRUST NO. 115623

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

SEE RIDER ATTACHED HERE

HERE TO AND MADE A PART OF DOCUMENT

SEE RIDER ATTACHED HERE TO AND MADE A PART OF DOCUMENT

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## LEGAL DESCRIPTION

The North 50 feet of Lot 7 in Frink and Coleman's subdivision of Block 6 in Ogden and Jones subdivision of the South West 1/4 of the South East 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

PIN 16-07-420-005-0000

commonly known as 426 S. Wesley, Oak Park, Il.

Property of Cook County Clerk's Office

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