

TRUST DEED

768249

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1991 OCT 10 PM 12:19

THE ABOVE SPACE FOR RECORDER'S USE ONLY 91529668

THIS INDENTURE, made September 30 1991, between
MCCOOK ENTERPRISES, INC.,

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 -

NINETY THOUSAND AND NO/100 (\$90,000.00) DOLLARS

Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to the order of ~~TO THE ORDER OF BEARER~~

WEINER, ROBBINS, TUNKEY, ROSS, AMSEL & RABIN P.A.
and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in instalments as follows:

see Exhibit A attached hereto.

on the _____ day of _____ 19____ and _____ Dollars or more on the _____ day of _____
each _____ thereafter, to and including the _____ day of _____ 19____, with a final payment of the balance
due on the _____ day of _____ 19____, with interest from _____ on the principal balance
from time to time unpaid at the rate of _____ per cent per annum; each of said instalments of principal bearing interest after
maturity at the rate of _____ per cent per annum, and all of said principal and interest being made payable at such banking
house or trust company in _____ 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 _____ 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:

See Exhibit B attached hereto.

1500

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 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, indoor 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 _____ directors _____ of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

PRESENT +
McCook Enterprises, Inc.COPROATE BY *Albert Berland* PresidentSEAL ATTEST: *Albert Berland* Assistant SecretaryCORPORATE
SEAL

STATE OF ILLINOIS } ss.
County of *Cook* } Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Albert Berland Assistant Vice President of the *McCook Enterprises, Inc.* and *Albert Berland* 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

"OFFICIAL SEAL" 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.

B. COLETTE
Notary Public Cook County, Illinois GIVEN under my hand and Notarial Seal this 3 day of October, 1991
My Commission Expires Oct. 25, 1991

Notarial Seal

B. Colette NOTARY PUBLIC

BOX 333

UNOFFICIAL COPY

629 828 401 Schubert

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6. A PIECE OF LAND COMPRISING A PORTION OF LOTS 1, 2, 3, 4, 5,
7 AND THE NORTHEASTERN CORNER OF SAID LOT 8, ALL IN THE
SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTLY
OF AND ADJACENT TO GROVE STREET, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEWEST CORNER OF SAID LOT 1 IN BLOCK 4, AFDRESAID;
THENCE SOUTHWESTERLY ALONG THE SOUTHEASTLY LINE OF GROVE STREET,
365.00 FEET;
THENCE SOUTHWESTERLY AT AN ANGLE WITH THE ABOVE DESCRIBED LINE IN
NORTHEAST INTERSECTION OF 90 DEGREES 31 MINUTES 30.27 FEET;
THENCE NORTHEASTLY AT AN ANGLE WITH THE ABOVE DESCRIBED LINE IN THE
NORTHEASTLY INTERSECTION OF 106 DEGREES 22 MINUTES 15.63 FEET, MORE
OR LESS, TO A POINT IN THE NORTHEASTLY LINE OF GROVE STREET, 8
AFDRESAID; SAID POINT BEING ON A LINE 25.60 FEET NORTHWESTERLY OF GROVE
PARALLEL WITH THE TANGENT PORTION OF THE CENTRAL LINE OF CHICAGO AND
ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK, SAID POINT BEING
348.81 FEET SOUTHWESTERLY FROM THE SOUTHEASTERLY LINE OF GROVE
STREET ALONG THE NORTHEASTLY LINE OF SAID LOT 8;

THE TANGENT PORTION OF THE CENTRAL LINE OF THE CHICAGO AND ALTON
RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK 357.25 FEET, MORE OR LESS,
TO A POINT ON THE NORTHEASTLY LINE OF SAID LOT 1 IN BLOCK 4,

AFDRESAID, 92.26 FEET SOUTHEASTERLY FROM THE SOUTHEAST LINE OF GROVE
STREET, MEASURED ALONG THE NORTHEASTERLY LINE OF SAID LOT 1;

THE NCE SOUTHEASTLY, ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 29 MINUTES IN THE SOUTHEAST QUADRANT OF THE INTERSECTION WITH SAID NORTHWESTLY LINE OF LOT 8, BEING ALONG THE SOUTHWESTLY LINE OF SAID CUNEO PROPERTY AND ITS PROLONGATION SOUTHEASTLY, A DISTANCE OF 36.00 FEET, MORE OR LESS, TO THE NORTHWESTLY FACE OF GRANTOR'S EXISTING RETAINING WALL;

THE NCE SOUTHWESTLY FACE, A DISTANCE OF 125.00 FEET, MORE OR LESS, TO A LINE THAT LIES PARALLEL TO AND 11.00 FEET NORMALLY DISTANT NORTHWESTLY FROM THE CENTERLINE OF GRANTOR'S SOUTHWARD MAIN TRACK (FORMER GUYS, MOBILES AND OHIO RAILROAD);

THE NCE SOUTHWESTLY, ALONG SAID NORTHWESTLY LINE OF LOT 12, 00 FEET, MORE OR LESS, TO THE NORTHWESTLY LINE OF LOT 12 OF SAID BLOCK 9 AND 8 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PART OF LOTS 8, 9, 10, 11 AND 12 AND VACATED ALLEY BETWEEN LOTS 8 AND 9 IN BLOCK 4, SOUTH BRANCH ADDITION, SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ROSE PARTRIDGE COUNTRY.
PART OF LOTS 8, 9, 10, 11 AND 12 AND VACATED ALLEY BETWEEN LOTS 8 AND 9 IN BLOCK 4, SOUTH BRANCH ADDITION, SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ROSE PARTRIDGE COUNTRY.
BEGINNING AT A POINT ON THE NORTHWESTLY LINE OF LOT 8, BLOCK 4 OF SAID SOUTH BRANCH ADDITION, A DISTANCE OF 15.00 FEET SOUTHWESTLY FROM THE NORTHWEST CORNER, A DISTANCE OF SAID LOT 8, SAID POINT BEING THE SOUTHWEST CORNER OF THAT REAL ESTATE CONVEYED BY WILLIAM W. WHEELOCK AND W. G. BIEGD, RECEIVERS OF THE CHICAGO AND ALTON RAILROAD COMPANY, AND EARLY PREDECESSOR OF GRANTOR, TO CUNEO PRINTING INDUSTRIES, INC., BY DEED DATED JUNE 16, 1928;

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THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LINE OF SAID LOT 1,
92.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL '3':

LOTS 44 TO 56, BOTH INCLUSIVE, IN CRANE'S SUBDIVISION OF PART OF THE
EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL '4':

LOTS 42 AND 43 (EXCEPT THE NORTH 16 1/2 FEET OF SAID LOTS TAKEN FOR
WIDENING 22ND STREET AND EXCEPT THE EAST 22 1/2 FEET OF SAID LOT 42
CONDEMNED FOR EXTENSION OF SOUTH CANAL STREET) IN CRANE'S SUBDIVISION
OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP
39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS;

PARCEL '5':

Lots 5, 6, 7, 8 and 9 in block 3 in the South Branch
addition to Chicago in Section 28, Township 39 North,
Range 14, East of the Third Principal Meridian, in
Cook County, Illinois.

17-28-103-010
17-28-104-001
17-28-104-007
17-28-104-028
17-28-104-029

commonly known as 2242 S.
"Grove, Chicago, Ill.

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