

# UNOFFICIAL COPY



## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 3 1991 between American National Bank and Trust Company of Chicago, as Trustee, under the provisions of a Trust Agreement dated August 27, 1991 and known as Trust Number 114453-01 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

One hundred fifty thousand and no/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXXXX~~ Joseph Wydra

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 3 1991 on the balance of principal remaining from time to time unpaid at the rate of 9.75 percent per annum in instalments (including principal and interest) as follows

One thousand four hundred twenty two & 78/100-----Dollars, or more on the third day of December 19 91, and One thousand four hundred twenty two & 78/100 Dollars or more on the third day of each month 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 3rd day of August, 2011 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 12.75 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 Joseph Wydra in said City.

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 successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Oak Lawn COUNTY OF Cook AND STATE OF ILLINOIS, to wit

The attached rider forms a part hereof.

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 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 in building (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, molder bed, lawnmowers, 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

American National Bank and Trust Company,  
of Chicago as trustee as aforesaid

STATE OF ILLINOIS,

County of \_\_\_\_\_

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\_\_\_\_

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with interest included in the amount R. 11-75

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This Trust Deed executed by the American National Bank and Trust Company of Chicago, not 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 American National Bank and Trust Company of Chicago), 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 First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by assignment to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally.

By  Assistant Secretary

"OFFICIAL SEAL"  
SANDRA L. TLISTOVIC  
Notary Public, State of Illinois  
My Commission Expires 01/16/95

STATE OF ILLINOIS  
COUNTY OF COOK  
I, J. MICHAEL WESMAN  
SANDRA L. TLISTOVIC  
Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and

DO HEREBY CERTIFY, that to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of NOV 07 1991 A.D. 19  
  
Notary Public

# UNOFFICIAL COPY 768532

ATTACHED LEGAL IS PART OF TRUST DEED DATED SEPTEMBER 3, 1991

A part of Lot 25 in Oak Lawn Farms, being a subdivision of the South West 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian, (except the East 1/2 of the East 1/2 of the South East 1/4 of said South West 1/4) which part of Lot 25 is bounded and described as follows:

Beginning on the East line of the West 1/2 of that part of said Lot 25 which lies West of the East 33 feet and North of the South 401 feet measured perpendicularly thereof, at a point which is 33.00 feet South from the North line of said Lot 25 and running thence South along the East line of the West 1/2 aforesaid, a distance of 193.86 feet to its intersection with the North line of the South 401 feet measured perpendicularly of said Lot 25; thence West along the North line of the South 401 feet aforesaid then a distance of 151.07 feet to its intersection with the West line of said Lot 25; thence North along said West line of Lot 25 a distance of 193.73 feet to its intersection with the South line of the North 33 feet of said Lot 25 and thence East along the South line of the North 33 feet aforesaid and distance of 151.10 feet to the point of beginning, in Cook County, Illinois.

P.I.N. 24-05-307-065

Property Address: 6115 West 94th St., Oak Lawn, IL 60453

This Instrument was prepared by:  
Michael F. Sullivan  
3316 W. 95th St.  
Evergreen Park, IL 60642

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