

UNOFFICIAL COPY

TRUST DEED



768661

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 21 1991, between Metropolitan Bank & Trust
As Trustee for Trust No. 1903

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 (\$70,000.00)

seventy thousand dollars 0/100 ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from _____ on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Thirteen and 64/100 ----- (\$513.64) Dollars or more on the 21st day of October 1993, and Five Hundred Thirteen and 64/100 ----- (\$513.64) Dollars or more on the 21st 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 21st day of October 1996. 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 8% 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 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 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 1 TO 4 INCLUSIVE IN CLAYTON'S SUBDIVISION OF THE NORTH 1/2 BLOCK 59 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2101 W 21ST CHICAGO IL 60608
P.I.N. 17-19 -320-019

DEPT-01
1522277 IRAN 1932 11/26/91 15:50:00
13488 : G *--91-622677
COOK COUNTY RECORDER

THIS IS A SECOND 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 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 radiators. 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.

[SEAL]

[SEAL]

[SEAL]

METROPOLITAN BANK & TRUST CO.

[SEAL]

TRUST DEPT.

STATE OF ILLINOIS,

{ SS.

I, a Notary Public in and for and before me this day in person and acknowledged 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

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment.
R. 11/75

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14 Mail

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PLACE IN RECORDER'S OFFICE BOX NUMBER

3759 W 36TH ST

MAIL TO:

Edgewater LaRe

FOR RECORDERS INDEX PURPOSES
INSIDER'S INDEX OF ABOVE
DESKTOP PAPERWORK REPORTEDLY HIDDEN

368531

CHICAGO TITLE AND TRUST COMPANY,
INDIVIDUAL SIGNATURES
LAW FIRM SIGNATURES
NOTARIAL SIGNATURES
PROMPT SIGNATURESFOR THE PROTECTION OF RECORDERS INDEX OF THIS TRUST
TRUST DEED SHOULD BE MADE BY CHICAGO TITLE
AND TRUST COMPANY, LTD. IN CHICAGO, ILLINOIS
DEED IS FILED FOR RECORD

16. Before recording this instrument, it is suggested that the lessee of this trust shall be apprised to this trust deed that the leasehold interest in this leasehold property may be terminated by the lessor at any time without notice or cause. When more than one lessor is entitled to receive a fee or compensation for the services performed under any leasehold interest in this leasehold property, such lessor shall receive the note of this trust deed, the word "note," when used in this provision shall indicate the name of the lessor who has agreed to receive the fee or compensation for the services performed under his leasehold interest in this leasehold property.

17. This trust deed and all provisions herein shall extend to and be binding upon successors and assigns of the persons herein referred to in this trust deed and the lessee of this trust shall have the right to record this instrument in the office of the recorder of deeds of the county in which this instrument may be recorded.

18. Trustee has been authorized by his attorney to record this instrument in writing or record to the office of the recorder of deeds of the county in which this instrument may be recorded.

19. Trustee has been authorized by his attorney to record this instrument in writing or record to the office of the recorder of deeds of the county in which this instrument may be recorded.

20. No action for the recovery of any sum so paid before payment of principal and interest may be brought against the lessor for the non-delivery of the note hereby recited, but the lessor may be liable to the lessee for the amount so paid.

21. Trustee has no duty to examine the title, location, existence or condition of the premises, or to record this instrument.

22. Trustee has no duty to examine the title, location, existence or condition of the premises, or to record this instrument.

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Rider Attached To TRUST DEED

(Chicago Title & Trust Company)

(\$70,000.00)

Dated: November 21, 1991

This instrument is executed by Metropolitan Bank and Trust Company not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said Metropolitan Bank and Trust Company in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said Metropolitan Bank and Trust Company, either in its individual corporate capacity, or as said Trustee, to collect, receive, request or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

METROPOLITAN BANK AND TRUST COMPANY
not individually, but as Trustee
under Trust No. 1903

By Lorraine Rothstein
Lorraine Rothstein, Assistant Trust Officer

ATTEST:

Jamen P. Glanukos,
Jamen P. Glanukos, Senior Vice President

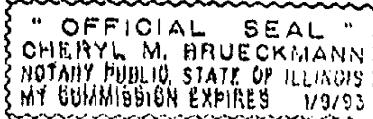
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Cheryl Brueckmann, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lorraine Rothstein, Assistant Trust Officer of Metropolitan Bank and Trust Co. and Jamen P. Glanukos, Senior Vice President of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Senior Vice President, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Senior Vice President did also then and there acknowledge that he/she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therin set forth.

Given under my hand and Notarial Seal this 21st day of November, 1991.

Cheryl Brueckmann

My commission expires 1-9-93



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Property of Cook County Clerk's Office