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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 12, 1990, between COLE-TAYLOR BANK T/U/T 90-110-5 dated January 29, 1968

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 Sixty Five Thousand Dollars and 00/100 (\$65,000.00) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER \*\*interest only \*\*or earlier per terms of note.

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 22, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in instalments\*\* (including principal and interest) as follows:

One Hundred Ninety Five Dollars and 00/100 (\$195.00) ----- Dollars or more on the 1st day of July 1990, and Six Hundred Fifty Dollars and 00/100 ----- Dollars or more on the 1st 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 1st day of October, 1990\*. 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 24 per annum, and all of said principal and interest being made payable at such banking house or trust company in Lincolnwood, 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 Financial Solutions, Inc. 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:

Lot 10 in Block 1 in Birchwood West, A subdivision of the North One-half (N½) of the South One-Half (S½) of the North East Quarter (NE¼) of the South East Quarter (SE¼) and the West One-Half (W½) of the South One-Half (S½) of the South One-Half (S½) of the North East One-Quarter (NE¼) of the South East Quarter (SE¼), all in Section 25, Township 41 North, Range 13, East of the Third Principal Meridian.

If payment is not received by the 30th day of the month, this note shall be deemed in default. This note may be prepaid at any time without penalty

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COOK COUNTY RECORDER

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, inador 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.

Cole-Taylor Bank T/U/T 90-110-5 dated January 29, 1968

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS,

I, the undersigned

County of COOK

SS.

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

Notary Public

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(THIS TRUST DEED) is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, waived and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by COLE TAYLOR BANK MAIN

as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against COLE TAYLOR BANK MAIN, its agents, or employees on account herof, or on account of any covenant, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder of the second part or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that COLE TAYLOR BANK MAIN individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained. It being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof. IN WITNESS WHEREOF, COLE TAYLOR BANK MAIN not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant the day and year first above written.

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By Charles J. Zimmerman

VICE-PRESIDENT

Attest [Signature]

ASSISTANT SECRETARY

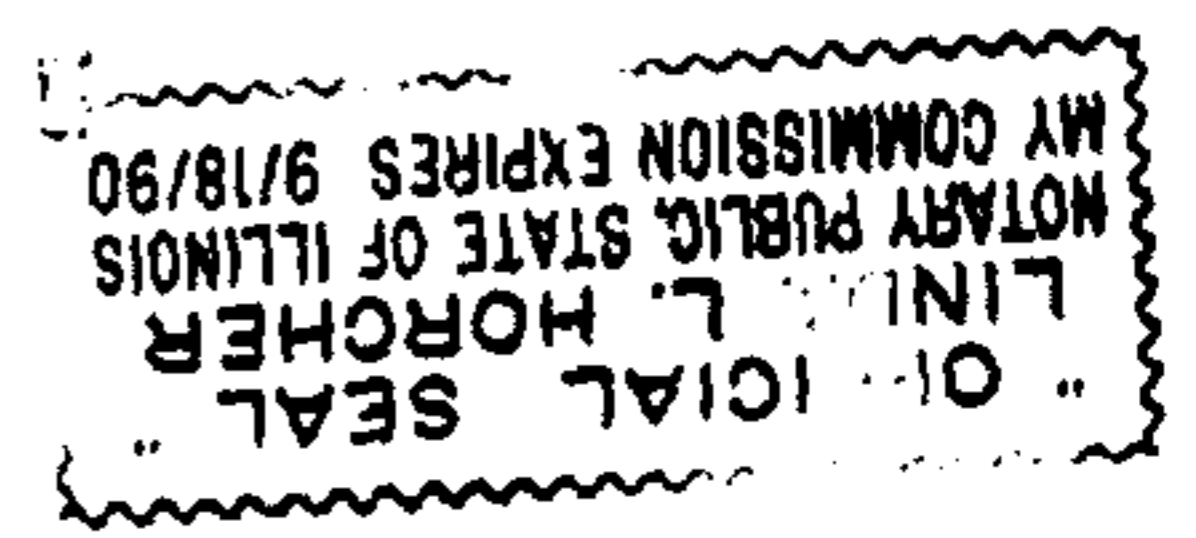
I, Linda L. Horcher

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Assistant Vice-President of COLE TAYLOR BANK MAIN and Trust (Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purpose therein set forth.

Given under my hand and notarial seal, this 22nd day of June, A.D. 19 90

UNOFFICIAL COPY

Notary Public



STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

51588015