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UNOFFICIAL COPY

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91113800



TRUST DEED

This instrument was prepared by:  
JOSEPH D. PALMISANO  
79 W. Monroe, Chicago, IL  
CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 12 19 91 between HARRIS BANK BARRINGTON U/T/A DATED 1/25/91 AND KNOWN AS TRUST NO. 11-4536 a corporation organized under the laws of the State 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

ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) ----- 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 1, 1990 payable on the balance of principal remaining from time to time unpaid at the rate of Ten per cent per annum ~~xxx~~ as follows:  
~~xxxxxx~~  
that the final payment of principal and interest, if not sooner paid, shall be due on the 30th day of June 1991. 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 Ten per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Palatine 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 FRED RUSSO, 1262 Borders Drive, Palatine, Illinois 60067.

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 VILLAGE OF INVERNESS, COUNTY OF COOK AND STATE OF ILLINOIS, to wit

Lot 1 in Inverness Hills' Subdivision being a Subdivision of the West 1/2 of the South East 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian, and the North West 1/4 of the North East 1/4 of Section 18, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 1501 GUTHRIE DRIVE, INVERNESS, ILLINOIS 60010  
P. I. N. 02-07-404-001

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, major 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.

RECORDED  
INDEXED  
FEB 14 1991  
COOK COUNTY RECORDER



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

Board of Directors of said corporation

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

Officers

BY JOHN A. MCHONEY, TRUST OFFICER Assistant Vice President

ATTEST: Penelope M. Johns, Land Trust Officer Assistant Vice President

STATE OF ILLINOIS, }  
County of COOK } SS. JOHN A. MCHONEY, TRUST OFFICER Assistant Secretary

Penelope M. Johns, Land Trust Officer, Assistant Vice President of the MARRIS BANK ASSOCIATION, N.A.

GIVEN under my hand and Notarial Seal this 11th day of March, 1997.

Notary Seal

NOTARY PUBLIC

91113800

This instrument is executed by MARRIS BANK ASSOCIATION, a national banking association, not personally but solely as Trustee under the

provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 11-15-96 and

known as Trust no. 11-4536 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the

representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding MARRIS

Bank Association, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets

of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any

costs, claims, losses, fines, penalties, damages or expenses of any nature, including, without limitation, attorney's fees, arising in any way out of the

execution of this instrument in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of

reimbursement be asserted against MARRIS BANK ASSOCIATION, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely

in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the

power of direction of the Trust, and MARRIS BANK ASSOCIATION, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and

(iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against MARRIS BANK ASSOCIATION, N.A.

on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or

arising in any way out of the transaction in connection with which this instrument is executed and delivered, in such personal liability or responsibility, if

any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this

instrument hereby acknowledge that under the terms of the Trust, MARRIS BANK ASSOCIATION, N.A. has no obligations or duties in regard to the operation,

management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails

and proceeds from said trust property. Notwithstanding anything in this instrument contained, MARRIS BANK ASSOCIATION, N.A. is not the agent for the beneficiary

of said Trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this

paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other

party to this instrument.

RECORD

MAIL TO:

Assistant Vice President

FOR RECORDER'S INDEX PURPOSES

INSERT STREET ADDRESS OF ABOVE

DESCRIBED PROPERTY HERE

1501 GUTHRIE DRIVE

Chicago, Illinois 60603

79 West Monroe Street, Suite 826

JOSEPH D. PALMISANO

PLACE IN RECORDER'S OFFICE BOX NUMBER

INVERNESS, ILLINOIS 60010

UNOFFICIAL COPY

SEE EXCULPATORY RIDER ATTACHED  
HEREIN AND MADE A PART HEREOF

OFFICIAL SEAL  
SHARON NEWBY  
Notary Public, State of Illinois  
My Commission Expires 2/24/94

NOT EXEMPT FROM PAYMENT OF TAXES  
HEREIN AND MADE A PART HEREOF

MARRIS BANK ASSOCIATION, N.A. DATED 1/25/97

9115800

Property of Cook County Clerk's Office

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**PROBANS**  
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MAIL TO  
 JAMES E. HAINES  
 23 West Monroe Street, Suite 500  
 Chicago, Illinois 60604

PLACE IN REORDER OFFICE BOX NUMBER