

UNOFFICIAL COPY

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TRUST DEED

1991 APR 18 PM 2:31

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made as of February 13, 1991, between Bank of Chicago/Garfield Ridge not personally but solely as trustee under trust agreement dated March 15, 1990 and known as Trust No. 90-3-12,

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 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 Eighty Thousand Eighty and no/100-----

----- (\$180,080.00) Dollars.  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and Maysayo Koshtyama\*

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

One Thousand Four Hundred Forty Nine and 64/100----- (\$1,449.64)----- Dollars

or more on the 1st day of March 1990 and \$1,449.64  
Dollars or more on the first day of each month thereafter, to and including the first day of January, 1995, with a final payment of the balance due on the first day of February, 1995, with interest from January 29, 1990 on the principal balance from time to time unpaid at the rate of nine per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of fifteen per cent 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 Martin K. Blonder, 8924 N. Moody Avenue, Morton Grove, Illinois 60053,

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 those 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

See Exhibit A attached hereto for legal description

\*and NBD Trust Company of Illinois, not personally but solely as trustee under trust agreement dated November 27, 1989 and known as Trust No. 1124-CH, dated January 2, 1990,

\$ 17.00

This Trust Deed is being granted in accordance with Agreement dated February 13, 1991 pursuant to which there is a substitution of collateral as security for payment of the Note referenced herein. A copy of said agreement is available for inspection at the office of Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603, Attention: Martin K. Blonder,

This document was prepared by: Mr. Martin K. Blonder  
Rosenthal and Schanfield  
55 East Monroe, Suite 4620  
Chicago, IL 60603

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, radiator 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.

\*\*SEE TRUSTEE'S SIGNATORY ON ATTACHED RIDER ~~Bank of Chicago/Garfield Ridge, not personally~~  
By: \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS

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

Notary Seal Notary Public

Box 78

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This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

BANK OF CHICAGO / GARFIELD RIDGE, AS TRUSTEE  
UNDER TRUST NO90-3-12 AND NOT INDIVIDUALLY

By: Barbara J. Baran

Its: Land Trust Officer

ATTEST:

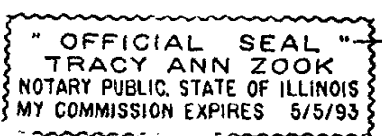
By: June A. Nowotny

Its: Assistant Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of BANK OF CHICAGO / GARFIELD RIDGE, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title is designated above, 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 Corporation for the uses and purposes therein set forth, and said attesting officer, as custodian of the corporate seal of said Corporation pursuant to authority given by the Board of Directors of said Corporation, did affix said corporate seal to the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of March, 19 91.



Tracy Ann Zook  
NOTARY PUBLIC

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Lots 8 and 9 in Fred Buck's Subdivision of the South 1/2 of the North 10 acres of the South 20 acres of the East 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 25, 1923 as Document 8037531 in Cook County, Illinois.

**Address of Property:** 3304 North Central  
Chicago, Illinois

**Permanent Index No.:** 13-20-424-035

AND

Lot 15 in the Second Addition to Mont Clare Gardens being a subdivision of the East 1/2 of the Northeast 1/4 (except that part for railroad) of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 3134-44 North Narragansett  
Chicago, Illinois

**Permanent Index No.:** 13-30-207-012

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