



TRUST DEED **UNOFFICIAL COPY** 91269714

787080

*LaSalle National Trust, N.A., Successor Trustee to

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 21st 1990 between La Salle National Bank as Trustee under a Trust Number 115828 dated Dec. 10, 1990 and not individually

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 Thirty two thousand dollars (32,000.00) Dollars,

of even date herewith, made payable to THE ORDER OF

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED December 21, 1990 UNDER TRUST NO. 115828

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 115828 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage. Trustee does not warrant.

Form XX0133

CHICAGO, ILL. 60697

13-26-304-009-0000

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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, linoleum, 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 if it 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.

ATTEST: Assistant Secretary [Signature] [SEAL] LA SALLE NATIONAL TRUST, N.A. as Trustee and not individually under Trust 115828

STATE OF ILLINOIS, I, MICHELE A. ZIAK, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, Vice President and ROSEMARY COLLINS, Asst. Secretary of La Salle National Trust, N.A.

who se personally known to me to be the same person a whose name are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their own free and

OFFICIAL SEAL voluntary act, for the uses and purposes therein set forth. Michele A. Ziak given under my hand and Notarial Seal this 5th day of June 1991 Notary Public, State of Illinois My Commission Expires Dec. 31, 1991

Form 137 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

14/29

SEE RIDER ATTACHED HEREIN AND MAKE A PART HEREOF 91269714

UNOFFICIAL COPY

91269714

91269714

SEE OTHER ATTACHED

STATE OF ILLINOIS, }
 COUNTY OF COOK }
 I, MICHELE A. ZIAK, }
 a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY }
 that JOSEPH W. LANG, Vice President and ROSEMARY COLLINS, Asst. }
 Secretary of La Salle National Trust, N.Y., }
 who is personally known to me to be the same person as _____, whose name }
 appearing before me this day in person and acknowledged that }
 they signed, sealed and delivered the said instrument as their own free and }
 voluntary act, for the uses and purposes therein set forth. }
 Given under my hand and Notarial Seal this _____ day of June 19 91 }
 Notary Public }
 Michele A. Ziak }
 My Commission Expires Dec. 31, 1994 }

ATTEST: (Notary Seal) _____ Assistant Notary Public }
 (Notary Seal) _____ }
 LA SALLE NATIONAL TRUST, N.Y. as Trustee and }
 of Mortgages the day and year first above written }
 and seal _____ and seal _____ }
 successors and assigns. }
 This deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of }
 this deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, }
 assigns and assigns. }
 TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose of, and upon the use and }
 trust herein set forth, (see from all rights and benefits under and by virtue of the Mortgages do hereby expressly release and waive, }
 and the premises hereinafter described, is referred to herein as the "premises," }
 TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto, including, and all rents, issues and profits }
 thereof for so long and during all such times as Mortgages may be entitled herein (which are pledged primarily and on a parity with said }
 deed and secondarily) and all apparatus, equipment or articles now or hereafter therein or hereon used to supply heat, gas, air }
 conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limiting the }
 foregoing) ceiling, window shades, storm doors and windows, floor covering, radiator heads, awnings, pipes and water heaters, all of the }
 foregoing, together with all other fixtures, fittings, and appurtenances, and all other things which are in, on, or attached to the }
 premises or which hereafter placed in the premises by the mortgagors or their successors or assigns shall be so pledged as constituting part of }
 the real estate. }
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 foregoing, together with all other fixtures, fittings, and appurtenances, and all other things which are in, on, or attached to the }
 premises or which hereafter placed in the premises by the mortgagors or their successors or assigns shall be so pledged as constituting part of }
 the real estate. }

3701M DIVERSE }
 CHICAGO, ILLINOIS }
 13-26-304-009-0002 }

LOT 1 IN BLOCK 1 IN HEARFIELD AND KIMBALL'S SUBDIVISION OR LOT 2 OF KIMBALL'S }
 SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE }
 SOUTHEAST 1/4 OR SECTION 26, TOWNSHIP 40 NORTH, RANGE 13P EAST, OF T11N, T31N, }
 R13E, COOK COUNTY, ILLINOIS. }
 COOK COUNTY, ILLINOIS. }
 AND STATE OF ILLINOIS, to wit: }
 City of Chicago }
 COUNTY OF }
 NOW, THEREFORE, the Mortgagors to receive 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, being and being in the }
 City of Chicago }
 COUNTY OF }
 in said City, }
 in writing appoint, and in absence of such appointment, then at the office of }
 company in }
 of 6% }
 remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate }
 account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the }
 and interest, if not sooner paid, shall be due on the 21st day of December, 1991. All such payments on }
 the 21st day of each month }
 thereafter until said note is fully paid except that the final payment of principal }
 of January 19 91, and two hundred six dollars & 19/100 (206.19) }
 Dollars or more on the 21 }
 day }
 of }
 percent per annum in installments (including principal and interest) as follows: \$206.19 }
 on the balance of principal remaining from time to time unpaid at the rate }
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest }
 from }
 12-21-90 }
 BEARER }

evidenced by one certain Instrument Note of the Mortgagors of even date herewith.

14444 1500 06/07/91 14:33:00
 14444 1500 06/07/91 14:33:00
 14444 1500 06/07/91 14:33:00

COOK COUNTY, ILLINOIS. }
 AND STATE OF ILLINOIS, to wit: }
 City of Chicago }
 COUNTY OF }
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 Dollars or more on the 21 }
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 of }
 percent per annum in installments (including principal and interest) as follows: \$206.19 }
 on the balance of principal remaining from time to time unpaid at the rate }
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 from }
 12-21-90 }
 BEARER }

14444 1500 06/07/91 14:33:00
 14444 1500 06/07/91 14:33:00
 14444 1500 06/07/91 14:33:00

1. Mortgagors shall (a) promptly repair, rest...

2. Mortgagors shall pay before any penalty...

3. Mortgagors shall keep all buildings and improvements...

4. In case of default therein, Trustee or the holders of the note...

5. The Trustee or the holders of the note hereby secured...

6. Mortgagors shall pay each item of indebtedness...

7. When the indebtedness hereby secured shall become due...

8. The proceeds of any foreclosure sale of the premises...

9. Upon or at any time after the filing of a bill to foreclose...

10. No action for the enforcement of the lien or of any provision...

11. Trustee or the holders of the note shall have the right to inspect...

12. Trustee has no duty to examine the title, location, existence...

13. Trustee shall release this trust deed and the lien thereof...

14. Trustee may resign by instrument in writing filed in the office...

15. This Trust Deed and all provisions hereof shall extend to and be binding...

16. Before releasing this trust deed, Trustee or successor shall receive...

91269713

Identification No. 7576 80 CHICAGO TITLE AND TRUST COMPANY, Trustee