

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made September 2, 1992, between IHOP Realty Corp.

a corporation organized under the laws of Delaware, 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 ~~Installment~~ ^{Promissory} Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Four Hundred Twenty-nine Thousand Two Hundred Fifty (\$429,250.00) Dollars.

evidenced by one certain ~~Installment~~ ^{Promissory} Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

Pizza Hut of America, Inc., or order, and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the date of recordation hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10) per cent per annum in

instalments (including principal and interest) as follows: One payment of interest only, in the per diem amount of \$117.60 multiplied by the number of days from and including the date of recordation of the Trust Deed through the last day of the month in which the recordation occurs,

beginning on the 1st day of October 1992 and eighty-four installments of Four Thousand One Hundred Forty-Two Dollars and Thirty-Six Cents (\$4,142.36) The

~~Dollars~~ or more on the first 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 first day of November 1999. 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 ^{within ten (10) days of the date due} shall bear interest at the rate of ten (10) per cent per annum, and all of said principal and interest being made payable ~~at each banking house or trust company in Illinois or the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of~~ Pizza Hut, Inc., Home Office Accounting, P.O. Box 3829, Wichita, Kansas 67201 ~~in said City.~~

or such other address as the holder may designate in writing from time to time.

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 City of LaGrange, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lots 14, 15, 16 and 17 and the South Half of Lot 18 in Block 3 in Leiter's Addition to LaGrange, a subdivision of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; except the East 15 feet thereof dedicated and taken for alley, PIN #18-04-230-023-0000 Address: 93 South La Grange Road, La Grange, Illinois

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, 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 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 purpose, and upon the uses and trusts herein set forth.

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 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~~ 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 President, IHOP Realty Corp., a Delaware corporation

BY: *Richard Kats* President
ATTEST: *Carol Lavender* Assistant Secretary

CORPORATE SEAL

STATE OF ~~Illinois~~ ^{California})
County of ~~Cook~~ ^{Los Angeles}) SS. *Catherine Purcell Celano*)
Richard K. Herver) Assistant Vice President of the IHOP Realty Corp.)
and *Carol Lavender*) Assistant Secretary)



GIVEN under my hand and Notarial Seal this 2nd day of September, 1992
Catherine Purcell Celano NOTARY PUBLIC

73-73929-D-1

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