

## TRUST DEED

UNOFFICIAL COPY 92881843

Form 7. Stuart Hooper Co., Chicago

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 31 1992, between South Chicago Bank as Trustee under Trust Agreement dated September 5, 1992 and known as Trust #11-2762.

herein referred to as "Mortgagors," and  
**THE STEEL CITY NATIONAL BANK OF CHICAGO,**  
 a National Banking Association of 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 TWENTY THOUSAND AND 00/100 (\$120,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~PEPPERMINT~~ Brat's Inc., an Illinois Corporation.  
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments as follows: ONE THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS AND 94/100 (\$1,455.94)

Dollars on the 1st day of December 1992 and ONE THOUSAND FOUR HUNDRED FIFTY FIVE AND 94/100 or more

Dollars 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 31st day of October 1992 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 ~~8%~~ per annum, and all of said principal and interest being made payable at such banking house or trust company in Lansing 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 holder of this note, 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 Calumet City COUNTY OF Cook AND STATE OF ILLINOIS, to wit: LOTS 12, 13, 14, 15, 16, 17 and 18 in Block 24 in Calumet City Second Addition,

being a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 283 Torrence Avenue  
Calumet City, IL 60409

30-07-100-007-0000 30-07-100-011-0000  
30-07-100-008-0000 30-07-100-012-0000  
30-07-100-009-0000 30-07-100-013-0000  
30-07-100-010-0000

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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 secondary, 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, junior beds, awnings, stoves and water heaters. All of the foregoing are deemed 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  
 South Chicago Bank as T/U/T agreement dated 9/5/92  
 & Known as Tr. #11-2762

[SEAL] ..... [SEAL]

[SEAL] ..... —See Attached Rider— [SEAL]

STATE OF ILLINOIS.

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 President of SOUTH CHICAGO BANK, a Corporation  
 County of \_\_\_\_\_ and \_\_\_\_\_ of said Corporation

XXXXXX personally known to me to be the same person as whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument at their free and voluntary act for the uses and purposes therein set forth. and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his 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 Notarila Seal this day of November 1992.

Notary Public

# UNOFFICIAL COPY

**TO ALL HELICOPTERS IN THE FIELD OF PURCHASES**  
**INSURANCE & SECURITY ADVICE IS OF ABOVE**  
**DESCRIBED PROPERTY HERE**

THE STATE NATIONAL BANK OF CHICAGO, a trustee  
Under power of appointment No. 98-385

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SHOULD BE THIS TRUST DEED SHOULD BE DRAFTED  
AND NAMED HEREBEFORE THE TRUST DEED IS SIGNED.

## J. N. V. A. H. O. D. W. S.

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is nec a natural person) without Holder of the Note or transferee consent, Holder of the Note may, at its option require immediate payment in full of all sums incurred by this Note. If Holder of the Note elects to require immediate payment in full of all sums incurred by this Note, he shall give Mortgagor notice of acceleration of this Note.

3. **Mitigation** Under the new rules, providers can now offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

4. **Revised payment policies** The new rules allow providers to offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

5. **Improved service delivery** Under the new rules, providers can now offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

6. **Enhanced consumer protection** Under the new rules, providers can now offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

7. **Strengthened regulatory framework** Under the new rules, providers can now offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

8. **Increased accountability** Under the new rules, providers can now offer better service than before by offering more advanced services and improved features. This will help to reduce the cost of repairing damage by 50%, which will be passed on to the customer.

THE GOVERNANTS, CONDUCTORS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS THURSDAY)

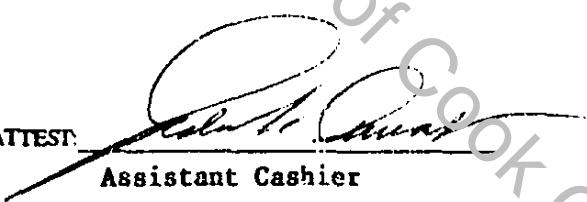
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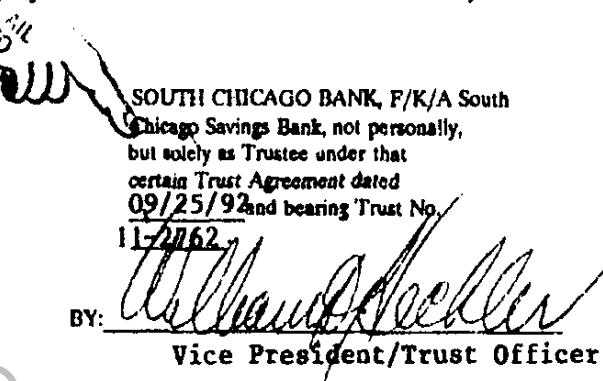
Rider attached to Trust Deed dated October 31, 1992, in the amount of \$ 120,000.00.

This TRUST DEED is executed by South Chicago Bank, F/K/A South Chicago Savings Bank, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Chicago Bank, F/K/A South Chicago Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said South Chicago Bank, F/K/A South Chicago Savings Bank, personally to pay the 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 expressly waived by the Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and South Chicago Bank, F/K/A South Chicago Savings Bank, personally are, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, South Chicago Bank, F/K/A South Chicago Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

ATTEST:

  
Edward F. Nowak  
Assistant Cashier

  
William D. Bechler  
Vice President/Trust Officer

11-2762

SOUTH CHICAGO BANK, F/K/A South

Chicago Savings Bank, not personally,  
but solely as Trustee under that  
certain Trust Agreement dated  
09/25/92 and bearing Trust No.

92881843

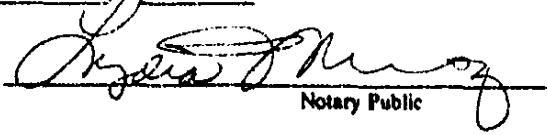
State of Illinois)

) ss.

County of Cook )

I, Lydia Munoz, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William D. Bechler, V.P./Trust Officer of the South Chicago Bank, F/K/A South Chicago Savings Bank, a Corporation, and Edward F. Nowak, Assistant Cashier, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own and 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 Cashier then and there acknowledged that (s)he, 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 uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of November, 1992.

  
Lydia Munoz  
Notary Public



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