

THIS IS A JUNIOR TRUST DEED

TRUST DEED



700383

UNOFFICIAL COPY

CTIC II

92294690

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made April 15, 1992, between American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated April 9, 1992 and known as Trust Number 115387-09, a national banking association, a corporation organized under the laws 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

Twenty Thousand and xx/100 (\$20,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF XXXXXXXX

Deogracia M. Miranda

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from April 15, 1992 on the balance of principal remaining from time to time unpaid at the rate of five per cent per annum in instalments (including principal and interest) as follows:

Three Hundred Seventy-Seven and 43/100 (\$377.43)----- Dollars or more on the 15th day of May, 1992 and

Three Hundred Seventy-Seven and 43/100 (\$377.43)----- Dollars or more on the 15th 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 15th day of April, 1997. 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 nine 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

Deogracia Miranda

in said City,

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 Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

LOT 29 (EXCEPT THE NORTH 1.15 FEET THEREOF) IN BLOCK 3 IN TREAT'S SUBDIVISION OF THE

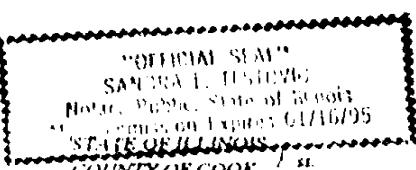
This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that 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 Trust Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon accrued thereto, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, although liability, if any, being expressly waived by Mortgagor 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 the American National Bank and Trust Company of Chicago personally are concerned, the legal hands 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, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally,

By

ATTEST



SANDRA L. TESTOVIC

I, Sandra L. Testovic, a Notary Public, do HEREBY CERTIFY that

DO HEREBY CERTIFY that

COMPANY of Chicago, and

and the Assistant

