

UNOFFICIAL COPY

TRUST DEED

93407347



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93407347

CTTC II

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made May 17 19 93 between
 First Colonial Trust Company a/i/a 6140 dated August 20, 1992
 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 Installment Note hereinafter described, said
 legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Forty thousand and no/100 (\$40,000.00) Dollars.

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

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from
 5/17/93 on the balance of principal remaining from time to time unpaid at the rate of 13 per cent per annum in
 instalments (including principal and interest) as follows: no payments until full payment due

Dollars or more on the day of 19 and

Dollars or more on the day of each 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 17th day of May 1994. 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 on each instalment unless paid when due shall bear interest at the rate of 16 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 Alexander Nimeronko

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:

The South 19 feet of Lot 10 and the North 12-1/2 feet of Lot 11 in
 Block 12 in the Subdivision of part of the South 1/2 of the Northwest
 1/4 of the Southwest 1/4 of Section 4, Township 39 North, Range 13
 East of the Third Principal Meridian in Cook County, Illinois

16-04-308-005
 1043 N. Central, Chicago, Il.

Prepared by: K. Ogan, 525 N. Taylor, Oak Park, Il 60302.

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 thereon 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, inodor 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 purposes 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 and
 attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. SEE RIDER ATTACHED HERETO AND MADE A PART THEREOF
 Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL Marie A. Fotino, BY Marie A. Fotino
 Norma J. Haworth, ATTEST: Norma J. Haworth Assistant Secretary

STATE OF ILLINOIS, } ss. I, the undersigned
 County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Mario A. Fotino, Vice President of the First Colonial Trust Company
 Norma J. Haworth, Trust Officer

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
 Vice President and Assistant Secretary, respectively, 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 Company,
 for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant
 Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as
 said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes
 therein set forth.

Notarial Seal this 25th day of May, 19 93.
 JUNE M. STOUT NOTARY PUBLIC

BOX 333

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PLACE IN RECORDERS OFFICE BOX NUMBER

COOK COUNTY, ILLINOIS

CHICAGO, ILL. 60647

MAY 28 PM 4:33

2820 W. NORTH AVE., PARK REALTY,

COOK COUNTY, ILLINOIS FILED FOR RECORD

MAIL TO

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE HEREIN BY THIS INSTRUMENT SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, THROUGH THE TRUST CARD IS FILED FOR RECORD

TRUSTEE
CHICAGO TITLE AND TRUST COMPANY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE HEREIN BY THIS INSTRUMENT SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, THROUGH THE TRUST CARD IS FILED FOR RECORD

The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

1. Before executing this trust deed, the Trustee shall receive for its services a fee as determined by its rate schedule in effect when the release of the property is made. The fee shall be paid to the Trustee by the Borrower at the time of the recording of this trust deed.

2. The Trustee hereby waives any and all rights of redemption from sale under any order of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment rendered in its favor, in or to the premises.

3. The Trustee hereby waives any and all rights of redemption from sale under any order of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment rendered in its favor, in or to the premises.

4. The Trustee hereby waives any and all rights of redemption from sale under any order of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment rendered in its favor, in or to the premises.

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R I D E R

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This Trust Deed is executed by First Colonial Trust Company, 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 it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or other express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors are concerned, 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.