

UNOFFICIAL COPY

TRUST DEED

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THIS INSTRUMENT made December 1, 1992 between MAYWOOD-PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1980, KNOWN AS TRUST #5324, a corporation organized under the laws of the State of Illinois, herein referred to as Mortgagee, and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth

THAT, WHEREAS the Mortgagee 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 FIVE THOUSAND AND NO/100 - - - - - (\$45,000.00) - - - - - Dollars, evidenced by one certain Installment Note of the Mortgagee of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagee promises to pay the said principal sum and interest from January 1, 1993 on the balance of principal remaining from time to time unpaid at the rate of nine per cent per annum in installments (including principal and interest) as follows

FOUR HUNDRED AND NO/100 - - - - - (\$400.00) - - - - - Dollars or more on the first day of January 1993 and

FOUR HUNDRED AND NO/100 - - - - - (\$400.00) - - - - - 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 earlier paid, shall be due on the first day of January 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 installment unless paid when due shall bear interest at the rate of ten 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 holder(s) of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Eugene Kersten, P.O. Box 7464, Laguna Beach, Florida 32413

NOW, THEREFORE, the Mortgagee 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 hereon contained, by the Mortgagee 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 Village of Bellwood, COUNTY OF COOK AND STATE OF ILLINOIS,

Lot 18 in Block 24 in Hulbert's Subdivision being a Subdivision in the North 1/2 of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (15-08-203-004)

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are placed primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereunder used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including without limitation the foregoing, screens, window shades, storm doors and windows, floor coverings, molder beds, swings, 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 smaller apparatus, equipment or articles hereinafter placed in the premises by the mortgagee 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 Mortgagee, its successors and assigns. In Witness Whereof said mortgagee 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 Board of Directors of said corporation.

Said resolutions further provide that this note herein described may be executed on behalf of said corporation by its

THIS TRUST DEED is executed by Maywood-Proviso State 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 Maywood-Proviso State 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 part of or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by 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 said Maywood-Proviso State Bank personally 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.

IN WITNESS WHEREOF, Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally, By John P. Sternisha VICE PRESIDENT Attest: [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS ) ss. COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN P. STERNISHA

Vice President of the Maywood-Proviso State Bank, and

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Notary Public, State of Illinois My Commission Expires 9/23/93

Given Under my Hand and Notarial Seal this 17th day of July 1992

[Signature]

