

Prepared by:  
BURTON R. LEVEY, P.A.  
Two Dattran Center  
9130 South Dadeland Blvd.  
Suite 1619  
Miami, Fl. 33156

DEPT-01 RECORDING \$31.50  
T#08888 TRAM 9824 05/25/93 09:27:00  
#2485 \* \* - 93 - 394154  
COOK COUNTY RECORDER

ASSIGNMENT OF PROMISSORY NOTE AND  
BENEFICIAL INTEREST IN TRUST DEED

KNOW ALL MEN BY THESE PRESENTS, that WEINER, ROBBINS,  
TUNKEY, ROSS, AMSEL & RABIN, P.A. party of the first part, in  
consideration of the sum of Ten Dollars 00/00 (\$10.00) lawful  
money of the United States, to him in hand paid by JEFFREY S.  
WEINER, ESQUIRE, party of the second part, the beneficial  
interest in that certain Trust Deed #768249, (a copy of which is  
attached hereto and marked Exhibit "A") bearing the 30th day of  
September, 1991, and made by MCCOOK ENTERPRISES, INC., an Illinois  
corporation, referred to as Mortgagor, and CHICAGO TITLE AND TRUST  
COMPANY, an Illinois corporation, referred to as Trustee, and  
recorded in Official Records Book 91-529668, of the Public Records  
of Cook County, Illinois, upon the following:

P.I.#  
17-29-103-010  
001  
002  
005

LEGAL DESCRIPTION ATTACHED HERETO  
AND MADE A PART HEREOF, AS THOUGH  
SET OUT IN FULL AND MARKED AS  
EXHIBIT "B".

Together with a Note or obligation described in said Trust  
Deed, and the monies due and to become due thereon, from November  
18, 1991. A copy of said Note is attached hereto and made a part  
hereof as though set out in full and marked Exhibit "C".

TO HAVE AND TO HOLD the same unto the said party of the second  
part, his heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seal  
the 5th day of MAY, 1993.

Witnesses:

*[Handwritten signatures of witnesses]*

WEINER, ROBBINS, TUNKEY,  
ROSS, AMSEL & RABIN, P.A.

By: *[Handwritten signature]*

THIS PROPERTY INDEX NUMBER IS BEING FORWARDED AT THE CUSTOMER'S RE-  
QUEST. THE OFFICE OF THE RECORDER OF DEEDS ASSUMES ALL LIABILITY  
OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE  
CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PRO-  
PERTY INDEX NUMBER.

93394154

31.50<sup>1/8</sup>  
DK

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COOK COUNTY CLERK'S OFFICE  
200 N. LAUREL ST. CHICAGO, IL 60601  
TEL: (773) 399-3000 FAX: (773) 399-3001  
WWW.COOKCOUNTYCLERK.COM

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STATE OF FLORIDA )

COUNTY OF DADE )

BEFORE ME personally appeared BILL TUNKEY  
of the Law Firm of Weiner, Robbins, Tunkey, Ross, Amsel & Rabin,  
P.A., who took an oath, and is known to me to be the  
representative of the above-captioned law firm and did acknowledge  
before me that he executed the foregoing Assignment of Trust Deed  
for the purposes therein express.

WITNESS my hand and official seal on this 5<sup>th</sup> day of  
MAY, 1993.  
Viriam H. Jackson  
Notary Public

Print Name: Viriam H. Jackson

My Commission Expires



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LAW OFFICES  
GARRETT FERRARI-MANZO  
19 SOUTH A FULLERTON  
CHICAGO, ILLINOIS  
60604

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TRUST DEED

COOK COUNTY 5 2 9 6 91529668

768249

1991 OCT 10 PM 12 19

91529668

CITE 13

THE ABOVE SPACE FOR RECORDING USE ONLY

**THIS INSTRUMENT, made September 30, 1991, between  
McCOOK ENTERPRISES, INC.,**  
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, witnesses:  
THAT, WHEREAS the Mortgagor is duly indebted to the legal holder or holders of the Investment Note hereinafter described, and  
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of -**

**TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS**

to the order of **KEYBANK NATIONAL ASSOCIATION**  
held by one certain Investment Note of the Mortgagor of even date herewith, made payable to the order of  
**WEISER, ROBBING, TUNKEY, ROSS, AMSEL & RABYN P.A.**  
and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in installments as follows:  
**see Exhibit A attached hereto.**

\_\_\_\_\_ Dollars or more  
on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ and \_\_\_\_\_ Dollars or more on the \_\_\_\_\_ day of  
each thereafter, to and including the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_, with a final payment of the balance  
due on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_, with interest from \_\_\_\_\_ on the principal balance  
at the rate of \_\_\_\_\_ per cent per annum; each of said installments of principal bearing interest after  
from this to time when it is due at the rate of \_\_\_\_\_ per cent per annum, and all of said principal and interest being payable

in full at the office of \_\_\_\_\_ in said City,  
beginning at \_\_\_\_\_ hours of each company in \_\_\_\_\_ Illinois, to the holder of the note on, from time to time, in writing  
applied, and in absence of such applicant, at \_\_\_\_\_ of the office of \_\_\_\_\_

**NOW, THEREFORE, the Mortgagor as above the Trustee of the said principal sum of money and said interest in accordance with the terms,  
conditions and limitations of this trust deed, and the terms of the promissory note and agreement herein contained, by the Mortgagor to be performed,  
and that in consideration of the sum of One Dollar to the Trustee, who said sum is hereby acknowledged, due by their promise CASHIER and  
Mortgagee upon the Trustee, in payment and accept, and to be paid by the Mortgagor and all of its other, heirs, assigns and assigns, successors,  
heirs and assigns to the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:**

See Exhibit B attached hereto.



which, with the promissory note hereafter described, is referred to herein as the "promise."  
TOGETHER with all improvements, accessories, conveniences, fixtures, and appurtenances thereto belonging, and all items, to wit and profits thereof for  
so long and during all such time as Mortgagor may be entitled thereto (which are pledged primarily and on a first priority to said note and not  
separately), and all systems, machines or articles now or hereafter existing or to be made, which are in any way connected with the operation,  
maintenance, production, transmission, distribution, use or sale of any electrical, mechanical, hydraulic, pneumatic, chemical, or other system, or  
any part thereof, now existing, hereafter to be made, owned and used hereunder. All of the foregoing are intended to be a part of the real estate  
situated at \_\_\_\_\_ Chicago, Illinois, and it is agreed that all matter hereof, application or article hereof shall be a part of the  
mortgage on its face and subject shall be recorded or recorded 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 terms and conditions  
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 mortgagee has caused his signature and seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and  
Assistant Secretary on this day and year first above written, pursuant to authority given by resolutions duly passed by  
the \_\_\_\_\_ of said corporation.

Said covenants further provide that the note herein described may be recorded on behalf of said corporation by its **President &**

McCook Enterprises, Inc.

CORPORATE  
SEAL

BY *[Signature]*

ATTENT *[Signature]*  
Assistant Secretary

STATE OF ILLINOIS  
County of *Cook* I, *B. C. Collette*  
Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT  
*Robert B. Collette* Assistant Vice President of the *McCook Enterprises, Inc.*  
and *ARBA* Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said  
Assistant Vice President and Assistant Secretary, respectively, appeared before me on this day in person and acknowledged that they  
signed and delivered the said instrument as their own free and voluntary act and in the free and full exercise of their legal rights,  
and that they were duly authorized to sign and deliver the said instrument as their own free and voluntary act and in the free and full  
exercise of their legal rights, and that the said Assistant Secretary also and those acknowledged and Assistant Secretary, as  
such, were duly authorized to sign and deliver the said instrument as their own free and voluntary act and in the free and full  
exercise of their legal rights.  
"OFFICIAL SEAL of the notary public seal of said County, and after the signature and seal of said Company to all instruments of said Assistant  
Secretary, and after the signature and seal of said Company, in the free and full exercise of their legal rights, and after the signature and seal of said  
Notary Public, County, Illinois. GIVEN under my hand and Notarial Seal this *3* day of *October*, 19*91*  
By *B. C. Collette* NOTARY PUBLIC

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EXH A

PARCEL '1':

**UNOFFICIAL COPY**

PART OF LOTS 8, 9, 10, 11 AND 12 AND VACATED ALLEY BETWEEN LOTS 8 AND 9 IN BLOCK 4, SOUTH BRANCH ADDITION, SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 8, BLOCK 4 OF SAID SOUTH BRANCH ADDITION, A DISTANCE OF 15.00 FEET SOUTHWESTERLY FROM THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT BEING THE SOUTHWEST CORNER OF THAT REAL ESTATE CONVEYED BY WILLIAM V. VEHLOCK AND V. G. FIELD, RECEIVERS OF THE CHICAGO AND ALTON RAILROAD COMPANY, AN EARLY PREDECESSOR OF GRANTOR, TO CONGO PAINTING INDUSTRIES, INC. BY DEED DATED JUNE 16, 1918;

THENCE SOUTHEASTERLY, ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 29 MINUTES IN THE SOUTHEAST QUADRANT OF THE INTERSECTION WITH SAID NORTHWESTERLY LINE OF LOT 8, BEING ALONG THE SOUTHWESTERLY LINE OF SAID CONGO PROPERTY AND ITS PROLONGATION SOUTHEASTERLY, A DISTANCE OF 36.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY FACE OF GRANTOR'S EXISTING RETAINING WALL;

THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY FACE, A DISTANCE OF 125.00 FEET, MORE OR LESS, TO A LINE THAT LIES PARALLEL TO AND 11.00 FEET NORMALLY DISTANT NORTHWESTERLY FROM THE CENTERLINE OF GRANTOR'S SOUTHWARD MAIN TRACK (FORMER GULF, MOBILE AND OHIO RAILROAD);

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, A DISTANCE OF 121.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF LOT 12 OF SAID BLOCK 4, SOUTH BRANCH ADDITION;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF LOTS 12, 11, 10, 9 AND 8 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL '2':

A PIECE OR PARCEL OF LAND COMPRISING A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND THE NORTHEASTERLY 15.00 FEET OF LOT 8, ALL IN BLOCK 4 IN THE SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SOUTHEASTERLY OF AND ADJACENT TO GROVE STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 4, AFORESAID;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF GROVE STREET, 165.00 FEET;

THENCE SOUTHEASTERLY AT AN ANGLE WITH THE ABOVE DESCRIBED LINE IN NORTHEAST INTERSECTION OF 90 DEGREES 31 MINUTE, 70.37 FEET;

THENCE NORTHEASTERLY AT AN ANGLE WITH THE ABOVE DESCRIBED LINE IN THE NORTHWESTERLY INTERSECTION OF 106 DEGREES 22 MINUTES 15.15 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 4 IN BLOCK 4, AFORESAID; SAID POINT BEING ON A LINE 25.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE TANGENT PORTION OF THE CENTER LINE OF CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK, SAID POINT BEING 34.81 FEET SOUTHEASTERLY MEASURED FROM THE SOUTHEASTERLY LINE OF GROVE STREET ALONG THE NORTHEASTERLY LINE OF SAID LOT 4;

THENCE NORTHEASTERLY PARALLEL WITH AND 25.00 FEET NORTHWESTERLY FROM THE TANGENT PORTION OF THE CENTERLINE OF THE CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK 357.25 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1 IN BLOCK 4, AFORESAID, 92.26 FEET SOUTHEASTERLY FROM THE SOUTHEAST LINE OF GROVE STREET, MEASURED ALONG THE NORTHEASTERLY LINE OF SAID LOT 1;

THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LINE OF SAID LOT 1, 92.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL '3':

LOTS 44 TO 50, BOTH INCLUSIVE, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL '4':

LOTS 42 AND 43 (EXCEPT THE NORTH 16 1/2 FEET OF SAID LOTS TAKEN FOR WIDENING LIND STREET AND EXCEPT THE EAST 22 1/2 FEET OF SAID LOT 42 CONDEMNED FOR EXTENSION OF SOUTH CANAL STREET) IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL '5':

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 3 IN THE SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXH "B"



# UNOFFICIAL COPY

## Instalment Note

(Use with Trust Deed Form CTTD 12)

\$ 90,000.00 Chicago, Illinois September 30 1991

FOR VALUE RECEIVED, the undersigned promises to pay TO THE ORDER OF BERNARD ROSS, ROSS, TURKEY, ROSS, AMSEL & RABIN, P.A.

the principal sum of SEVENTY THOUSAND AND NO/100 (A 90,000.00)

Dollars in instalments as follows and exhibit A attached hereto.

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Dollars or more on the \_\_\_\_\_ day of \_\_\_\_\_ thereafter, on and including the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

with interest at the rate of 12% per annum on the principal balance from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum payable

Property of Cook County Clerk's Office

Both real & personal

The makers of this note expressly waive any and all defenses to payment.

Each of said instalments of principal shall bear interest at the rate of 12% per cent per annum, and the said payments of both principal and interest are to be made at such banking house or trust company in Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of

The payment of this note is secured by trust deed, bearing date hereof, to Chicago Title and Trust Company, Trustee, on real estate in the County of Chicago, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Authentication No. 758249  
CHICAGO TITLE AND TRUST COMPANY,  
Assistant Secretary  
Agreement Vice President

McCook, Illinois, Inc.  
By [Signature]  
Agent

### IMPORTANT!

THIS IS A VALUABLE DOCUMENT WHEN FULLY PAID. THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY ORIGINALLY ISSUED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

Form 226 Instalment Note - Copyright 1980 Chicago Title and Trust Company

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EXH "C"

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## Exhibit A

The payment of the balance of the monies shall be evidenced by a note which by its terms shall require the payment of: **Thirty** (\$30,000) Dollars on or before **November 15, 1991**; **Fifteen Thousand** (\$15,000) Dollars on or before **December 15, 1991**; and, the balance of funds, **Forty Five** Thousand (**45,000**) Dollars shall be payable on February 10, 1992.

Provided however, that notwithstanding the foregoing if the trial of a case entitled **the United States of America vs. Frontera**, case no. 91-8083-CR, pending in the United States District for the Southern District of Florida, or a plea agreement occur before the date for payments become due, all remaining outstanding balances shall become immediately due and payable.

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