

UNOFFICIAL COPY

94709198

94709198

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THIS INDENTURE WITNESSETH, That First State Bank & Trust Co. of Park Ridge w/t/a 2804 dtd. 5/19/94

DEPT-01 RECORDING \$27.50
T57777 TRAN 6247 08/10/94 10:04:00
48337 # JL *94-709198
COOK COUNTY RECORDER

(hereinafter called the Grantor), of 607 W. Devon Park Ridge, IL
(No and Street) (City) (State)

for and in consideration of the sum of _____ Dollars
in hand paid, CONVEY AND WARRANT to Frank Zaccaro

of 1708 S. Linden Park Ridge, IL
(No and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Above Space for Recorder's Use Only

as per attached legal description

Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s) 17-05-400-019

Address(es) of premises: 1127 West Division, Chicago, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor is justly indebted upon _____ principal promissory note bearing even date herewith, payable on or before November 10, 1995, the sum of Fifty eight thousand dollars (\$58,000.00)

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 5/19/94 and known as Trust No. 2804 executes this Mortgage 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 by the Mortgages herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee, the legal owner or holders of the Note, and by every person now or hereafter claiming any right or security hereunder, and that any recovery on this Mortgage and the Note or other evidence of indebtedness secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. All the covenants and conditions to be performed hereunder by First State Bank & Trust Company of Park Ridge are undertaken by its solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against First State Bank & Trust Company of Park Ridge, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that First State Bank & Trust Company of Park Ridge shall have no liability, contingent or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the premises, soil, water, vegetation, building, personal property, persons or animals (herein); (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or government order relating to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached as government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused this instrument to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, not personally, but solely as trustee aforesaid

By: [Signature]
(Assistant) Trust Officer

Attest: [Signature]
(Assistant) Trust Officer



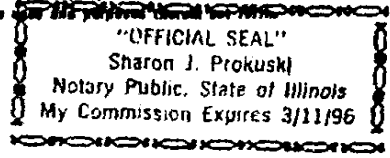
SIDNEY H. AXELROD
70 W MADISON ST.
SUITE 400
CHICAGO, IL 60602

STATE OF ILLINOIS
SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, 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 of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of June, 19 94

[Signature]
Notary Public



27 50 ER

subject to the exculpatory provisions attached hereto and made a part thereof.

subject to the exculpatory provisions attached hereto and made a part thereof.

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STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

_____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waives of the right of her/him/it/instead.

Given under my hand and official seal this _____ day of _____, 19_____.

(Impress Seal Here)

Notary Public

Commission Expires _____

56760226
9-27-95

Property of Cook County Clerk's Office

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

LOT 1 (EXCEPT THAT PART OF LOT 1 IN BLOCK 78 OF ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE LAND LYING WESTERLY OF SAID LOT 1 AND EASTERLY OF THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, AS ESTABLISHED BY AN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON MARCH 20, 1911, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST DIVISION STREET WHICH IS 284.337 FEET WEST OF THE WESTERLY LINE OF NORTH BRANCH STREET; THENCE SOUTH ALONG A LINE DRAWN PERPENDICULARLY FROM THE SOUTH LINE OF WEST DIVISION STREET, A DISTANCE OF 1.33 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT WHICH IS 370.067 FEET WEST OF THE WESTERLY LINE OF NORTH BRANCH STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST DIVISION STREET AND 5.29 FEET SOUTH OF THE SOUTH LINE OF WEST DIVISION STREET, AS MEASURED PERPENDICULARLY; THENCE SOUTH ALONG SAID PERPENDICULARLY DRAWN LINE, A DISTANCE OF 5.15 FEET TO THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY ALONG SAID DOCK LINE A DISTANCE OF 23.45 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST DIVISION STREET; A DISTANCE OF 106.67 FEET TO THE POINT OF BEGINNING], LOTS 2, 3, 4 AND 5 IN BLOCK 78 IN ELSTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Clerk's Office

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(NAME AND ADDRESS)

This instrument was prepared by _____

(SEAL)

Please print or type name(s)
below signature(s)

(SEAL)

94709198

Witness the hand and seal of the Grantor this _____ day of _____ 19____

This trust deed is subject to _____
and if for any like cause, the grantor or his successor shall then be the acting Recorder of Deeds of said County is hereby appointed to accept and act in this trust. And when all of the above covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and the name of a record owner is _____
The name of a record owner is _____
collect the rents, issues and profits of the said premises.
without notice to the Grantor, or to any and claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to
proceeding, and agrees that upon the filing of this Trust Deed, the court in which such complaint is filed, may at once and
excutors, administrators and assigns of the Grantor, and income from, said premises pending such foreclosure
until all such expenses and disbursements, and legal costs and attorney's fees, have been paid. The Grantor for the Grantor and for the heirs,
such foreclosure proceedings, which proceedings, shall be an additional lien in said premises, shall be taxed as costs and included in any decree, order, or judgment
expenses and disbursements shall be an additional lien in said premises, shall be taxed as costs and included in any decree, order, or judgment
and or proceeding where the grantor or any holder of any part of said premises, or the Grantor, shall also be paid by the Grantor. All such
whole of the said premises including foreclosure proceeds, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any
including reasonable attorney's fees, outlays for document, evidence, attorney's charges, cost of printing or compiling a abstract showing the
11.5 AGREED by the Grantor that all expenses and disbursements, paid or incurred in behalf of plaintiff in connection with the foreclosure hereof,
then incurred by expenses terms
at _____ per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach.
IN THE EVENT of a breach of any of the aforesaid covenants or agreements hereof, the holder of said indebtedness, including principal and all earned interest,
including as accrued hereby
without demand, and the same with interest thereon from the date of payment of _____ per cent per annum shall be so much additional
holder of said indebtedness, may procure such insurance, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor or the
IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor or the
paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.
Trustee herein as their interests may appear, which policies shall be left and remain with the Grantor, and the interest thereon shall be fully
accrued to the holder of the first mortgage indebtedness, with loss clause attached payable for the first Trustee or Mortgagee, and second, to the
any time on said premises insured in companies to be selected by the grantee herein, with loss clause attached payable for the first Trustee or Mortgagee, and second, to the
premises that may have been destroyed or damaged; (4) that waste or destruction or damage to buildings or improvements on said
demand to exhibit receipts hereof; (3) within sixty days after destruction or damage to buildings or improvements on said
or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on
11.6 CHANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notice provided,

BOOK County Clerk's Office

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BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office
56151226

(Impress Seal Here)

Commission Expires _____

Notary Public

Given under my hand and official seal this _____ day of _____, 19__

waiver of the right of homestead

instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this _____ day in person and acknowledged that _____ signed, sealed and delivered the said

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,

State also _____ DO HEREBY CERTIFY that _____

I, _____, a Notary Public in and for said County, in the

COUNTY OF _____

ss.

STATE OF _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, 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 of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of June, 1994

Sharon Prokuski

"OFFICIAL SEAL"
Sharon J. Prokuski
Notary Public, State of Illinois
My Commission Expires 3/11/96

2050