

# UNOFFICIAL COPY

94804923

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 18 19 94, between Marquette National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 31, 1986 and known as trust number 11519, herein referred to as "First Party," and

MARQUETTE NATIONAL BANK an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of THREE HUNDRED EIGHTY THOUSAND AND NO/100-----Dollars, made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows:

Interest only payable quarterly, with a final payment of principal plus any accrued interest due on or before August 18, 1995

DEPT-11 RECORD-T 425.50  
78555 TRAM, 5128 09/15/94 10:20:00  
47678 & JJ # -94-804923  
COOK COUNTY RECORDER

with interest on the principal balance from time to time unpaid at the rate of PR + 2per cent per annum payable quarterly

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 the maximum lawful rate, 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 the absence of such appointment, then at the office of Marquette National Bank in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in cash paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Parcel #1: Lot 8 and the West 5 feet of Lot 7 in Rinder's Resubdivision of Lots 7 to 10 and the South 17 feet of Lot 6 in Block 3 in Wolfram's Subdivision of Block 8 in the Canal Trustees Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel #2: Lot 9 in the Subdivision of Lots 7, 8, 9 and 10 together with the South 17 feet of Lot 6 in Block 3 in Wolfram's Subdivision of Block of the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat recorded in the Recorder's Office of Cook County, Illinois, April 5, 1978 as Document Number 175176 in Book 13 of Plats, Page 55.

Parcel #3: The 20 foot private alley north and adjoining lots 7 and 8 in Rinder's Resubdivision of Lots 7 and 8 and the South 1/2 of Lot 6 in Block in Wolfram's Resubdivision of Block 8 in the Canal Trustees' Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 14-29-229-024 Affects: Parcel 2  
14-29-229-025 Affects: Parcel 1

NAME Marquette National Bank  
STREET 6316 So. Western Avenue  
CITY Chicago, IL 60636  
INSTRUCTIONS OR MAIL TO  
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

904-906 West Diversey

Chicago, Illinois

B43124 272

94804923

2750

1926-1927

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE DEPOSITEE BANKER HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

STATE OF ILLINOIS COUNTY OF COOK SS. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be hereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustees as aforesaid, for the use and purposes therein set forth.

OFFICIAL SEAL BARBARA A KANADET My Commission Expires 12/18/90 Notary Public, State of Illinois

MARQUETTE NATIONAL BANK AS TRUSTEE AS TO THE ASSETS AND NOT PERSONALLY. BY: [Signature] ASSISTANT SECRETARY. [Signature] VICE PRESIDENT.

THIS TRUST DEED is executed by the Marquette National Bank, not personally, but as trustee of the Marquette National Bank, hereinafter referred to as the "Mortgagee". The Mortgagee is a corporation organized under the laws of the State of Illinois, and its principal office is located in Chicago, Illinois. The Mortgagee is a member of the Federal Reserve System and is a member of the National Automated Clearing House Association.

11. The holder of the Note may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. 12. In addition to the monthly payments of principal and interest herein specified, the Mortgagee shall pay 1/12th the annual amount of the interest on any such deposit or fund made by the Mortgagee, as herein provided, and shall be irrevocably appropriated to the payment of such interest.

13. With respect to any deposit of funds made by the Mortgagee, as herein provided, such additional amounts as may be required for that purpose shall be paid by the Mortgagee. 14. The Mortgagee shall have the right to assign or sublet its interest in the Note, and the assignee or sublessee shall have the same rights and obligations as the Mortgagee under this Trust Deed. 15. The Mortgagee shall have the right to assign or sublet its interest in the Note, and the assignee or sublessee shall have the same rights and obligations as the Mortgagee under this Trust Deed.