



TRUST DEED

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COOK COUNTY, ILLINOIS
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THIS INDENTURE, made August 30 1994, between ITASCA BANK & TRUST CO., as Trustee under Trust Agreement Dated August 30, 1994 and Known as #11261, and not personally herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business at Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

SEVEN HUNDRED TWELVE THOUSAND AND NO/100 (\$712,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER WILLIAM P. SCHIRMANG AND BARBARA A. SCHIRMANG, as joint tenants, with rights of survivorship, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 31, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in instalments (including principal and interest) as follows:

****NOVEMBER** (\$5,495.36)
FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 36/100 Dollars or more on the 1st day of October 1994, and \$5,495.36 **NOVEMBER 2004, Dollars or more on the 1st day of each month 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 1st day of October 2004. 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 10 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 WAHLER, PECYNA AND FLEMING in said City. Mortgagors have unlimited prepayment privilege without penalty.

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Roselle COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot 1 in Burler's Subdivision of the Southeast Quarter of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plan thereof recorded September 17, 1984 as Document 27256052 as amended by Correction Certificate recorded December 13, 1984 as Document 27371374 (except that part of the land condemned in Case 90 L50700), in Cook County, Illinois;

308 W. Irving Park Road ITASCA, IL 60043

07-34-403-033

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 Mortgagors 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 in the ein 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, indoor heating, 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 mortgagors or their 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 purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Itasca Bank & Trust Co., as Trustee, solely in the exercising of the powers conferred upon it aforesaid Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Itasca Bank & Trust Co., its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in any principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes herein, and by all persons claiming by or through or under released by the party of the second part or holder or holders of said principal or interest notes herein, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Itasca Bank & Trust Co., individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Itasca Bank & Trust Co., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

ITASCA BANK & TRUST CO. As Trustee as aforesaid and not personally.

By

Attest

TRUST OFFICER

ASSISTANT SECRETARY

STATE OF ILLINOIS,
COUNTY OF DUPAGE

SS.

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

Stanley A. Perry

Trust Officer of ITASCA BANK & TRUST CO., and

Gerald M. Friedel

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

OFFICIAL SEAL
AMY A. ZOELLICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-19-96

Given under my hand and notarial seal, this 15th day of September A.D. 1994

Amy A. Zoelllick
Notary Public

