

UNOFFICIAL COPY

COOK COUNTY ILLINOIS

1994 OCT -6 AM 9:08

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TRUST DEED  
782006

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CTTC 2

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 9/22 1994, between First Colonial Trust Company u/t/a 6505 dated May 19, 1994 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, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of

Seventeen thousand and no/100 (\$17,000.00) DOLLARS. evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on 9/22/95 with interest thereon from 9/22/94 until maturity at the rate of 10 per centum per annum, payable on the 22nd day of Sept. 1995; all of said principal and interest bearing interest after maturity at the rate of 15 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 holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Richard B. Nelson in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor 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 city of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The North 1/2 of Lot 22 and all of Lot 23 in Block 15 in South Shore Park, being a Subdivision of the West 1/2 of the Southwest 1/4 (except streets) of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois

21-30-327-008  
7837-39 S. Essex, Chicago, Il.

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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 Mortgagor may be entitled thereto (which are pledged primarily or a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein 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, inador beds, awnings, 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 mortgagor 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 mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by Marie A. Fotino Vice President and attested by its L.T.O. Directors on the day and year first above written, pursuant to authority given by resolutions duly passed by the said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its

First Colonial Trust Company not personally but solely as Trustee under Trust Agreement No. 6505 dated May 19, 1994

SEE REVERSE ATTACHED HERETO AND MADE BY Marie A. Fotino VICE PRESIDENT PART HEREOF ATTEST: June M. Stout Trust Officer

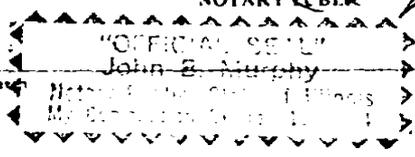
STATE OF ILLINOIS, }  
County of COOK } ss. I, the undersigned  
Marie A. Fotino, Vice President of the First Colonial Trust Company  
and June M. Stout, Trust Officer

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and 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 and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free 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 Notarial Seal this 3rd day of October, A.D. 19 94

John B. Murphy  
NOTARY PUBLIC

Notarial Seal  
BOX 333-CTI





# UNOFFICIAL COPY

## R I D E R

This Trust Deed is executed by First Colonial Trust Company, 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 it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors 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.

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