



TRUST DEED

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03899180

CTTC)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 5, 1994 between LASALLE NATIONAL TRUST, N.A., successor to LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated February 14, 1980 and known as Trust No. 102416

JOSEPH ASH herein referred to as "Mortgagor", and ~~CHICAGO TRUST COMPANY~~ herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor was 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 FOUR MILLION SIX HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY-EIGHT

(\$4,641,868.00) ----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF ~~CHICAGO TRUST COMPANY~~ ALCONQUIN TRUST

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on or before 10/5/2004 with interest thereon from the date hereof until maturity at the rate of 8.5 per cent per annum, payable semi-annually commencing 120 days after the date hereof and on each year;

all of said principal and interest bearing interest after maturity at the rate of 10.5 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 JOSEPH ASH, 77 West Washington Street, Suite 1211, Chicago, IL 60602 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, 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 Wilmette COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE SOUTH 398.93 FEET OF THE NORTH 1190.30 FEET OF LOTS 34, 35 AND 36 IN THE COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 15 ACRES OF THE EAST 30 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32 AFORESAID LYING SOUTH OF A LINE 791.36 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 AND NORTH OF THE NORTH LINE OF NEW GLENVIEW ROAD AND WEST OF A LINE 526 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 36 IN THE COUNTY CLERK'S DIVISION OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$25.00  
T#7777 TRAN 9467 10/20/94 15:07:00  
#4082 DW \*-94-899180  
COOK COUNTY RECORDER

P.I.N: 05-32-305-148

Common Address: 3000 Glenview Road, Wilmette, IL 60091

INSTRUMENT PREPARED BY:  
LAWRENCE M. FREEDMAN  
Ash, Anos, Freedman & Logan  
77 West Washington Street  
Suite 1211  
Chicago, IL 60602

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 and on 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 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 purposes, 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 Mortgagor 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.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagor the day and year first above written.

LASALLE NATIONAL TRUST, N.A., not personally but as Trustee aforesaid, \_\_\_\_\_ [SEAL]

BY: Rosmary Collins (SEAL)  
ATTEST: Corinna Bak (SEAL)

STATE OF ILLINOIS, }  
County of COOK } SS.

KATHLEEN E. BYE Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rosmary Collins Assistant President and Corinna Bak Assistant Secretary of LASALLE NATIONAL TRUST, N.A.

who are personally known to me to be the same person as whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and as the free and voluntary act of said company

Given under my hand and Notarial Seal this 5th 19 day of October, 1994.

OFFICIAL SEAL  
Kathleen E. Bye  
Notary Public, State of Illinois  
My Commission Expires Oct. 23, 1995



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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED October 5, 1994 UNDER TRUST NO. 102416

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 102416 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed 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 part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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