

782  
TRUST DEED

UNOFFICIAL COPY

MICHELLE ODISHO  
15134 W SCHUBERT  
CHICAGO, ILL 60639

94985469

COOK COUNTY RECORDER  
WILLIE SHAW

94985469

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made on NOVEMBER 11, 1994,

1994, between WILLIE SHAW

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 are justly indebted to the legal holders of the Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note" ELEVEN THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS.

- In the Total of Payments of \$  
 In the Principal Amount of Loan of \$11,529.28, together with interest on unpaid balance of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on DECEMBER 17, 1997. It is the intention hereof to secure the payment of the total indebtedness of Mortgagor to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagor to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereinafter be advanced or loaned to Mortgagor by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagor at any one time shall not exceed the sum of \$200,000.00, and also to secure 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 COUNTY OF COOK, STATE OF ILLINOIS, to wit:

SEE EXHIBIT A

DEPT-Q1 RECORDING \$25.50  
 T00000 TRAN 0077 11/21/94 13:06:00  
 68954 C.J. #4-94-985469  
 COOK COUNTY RECORDER

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, 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 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, to own, 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 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.

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

Willie Shaw

(SEAL)

WILLIE SHAW

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

County of COOK

I, LEOTA JARVIS

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

WILLIE SHAW

who IS personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11TH day of NOVEMBER 1994.

Leota Jarvis, Notary Public

Notarial Seal

"OFFICIAL SEAL"  
 LEOTA JARVIS  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 11/26/94

255 P.R.S.

GREGORY S.  
NOTARY PUBLIC

94985469

## UNOFFICIAL COPY

RECEIVED, JULY 6, 1922

60202

ATTN: NOTE DRAFTING UNIT, DEPT. OF JUSTICE, WASH. D. C.

CHICAGO, ILL 60601

MAIL TO: CHICAGO TITLE AND TRUST CO.

171 N CLARK ST

CHICAGO, ILL 60601

MAIL TO: CHICAGO TITLE AND TRUST CO.

FOR RECORDERS, INDEEDS OR ADVOCS  
FOR RECORDERS, INDEEDS OR ADVOCS  
DISCHARGED PROPERLY HERE  
INVESTIGATORS INVESTIGATORS

<p><b>CHICAGO TITLE AND TRUST COMPANY, IMPROVEMENTS</b></p> <p><b>CHICAGO TITLE AND TRUST COMPANY,</b> <b>IMPROVEMENTS</b></p> <p><b>CHICAGO TITLE AND TRUST COMPANY,</b> <b>IMPROVEMENTS</b></p>	<p><b>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE TITLE INSTALLED BY SECURITY FOR THIS TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TITLE</b></p>
<p><b>IMPROVEMENTS</b></p> <p><b>IMPROVEMENTS</b></p>	<p><b>IS FILED FOR RECORD.</b></p>

1. Motorcycles shall (a) promptly repair, restore or rebuild any buildings or improvements in good condition and replace, without waste, and free from mechanicals or other items becoming damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanicals or other items becoming damaged or destroyed to the lessor's satisfaction, whether the lessor does not expressly subscribe to the lessor's satisfaction; (c) pay when due any indebtedness which may accrue to the lessor by reason of the lessor's failure to pay in full the unpaid portions of the principal or interest due for the lessor's account, or to hold over under the lease, or to renew the lease for a term longer than the original lease term, or to make any other arrangement for payment of the lessor's account.

2. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements in good condition and replace, without waste, and free from mechanicals or other items becoming damaged or destroyed to the lessor's satisfaction, whether the lessor does not expressly subscribe to the lessor's satisfaction; (b) pay when due any indebtedness which may accrue to the lessor by reason of the lessor's failure to pay in full the unpaid portions of the principal or interest due for the lessor's account, or to hold over under the lease, or to renew the lease for a term longer than the original lease term, or to make any other arrangement for payment of the lessor's account.

3. This Trust Board and all providers heretofore, shall extend to and be binding upon Mortgagors and all lessees claiming under or through them, the lessor's rights in title to the property herein contained, in any manner which may be prescribed by the lessor, provided that the lessor has not been succeeded in title by his heirs, executors, administrators, or personal representatives.

4. Trustees to whom title may be transferred in trust, any Successor in trust, any Successor in title, any Lessee in title, and any other person entitled to title, shall be bound by the provisions of this Agreement, and shall have power and authority to act as provided in this deed.

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10. No action for the enforcement of any provision in this note shall be brought to any defamatory libel or scandal which would not be good and sufficient to the holder of this note to sue upon the note before recorded.

11. Trustees to whom title may be transferred in trust, any Successor in trust, any Successor in title, any Lessee in title, and any other person entitled to title, shall be bound by the provisions of this Agreement, and shall have power and authority to act as provided in this deed.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

# UNOFFICIAL COPY

## PARCEL 1:

THAT PART OF LOTS 1 AND 2 IN BLOCK 1 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF MULFORD STREET, A DISTANCE OF 55.09 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID MULFORD STREET ALONG THE CENTER LINE OF A PARTY WALL AND SAID CENTER LINE EXTENDED NORTH, A DISTANCE OF 35.96 FEET TO THE CENTER OF A PARTY WALL RUNNING TO THE EAST; THENCE EAST ON THE CENTER OF SAID PARTY WALL 1.39 FEET TO THE CENTER LINE OF A PARTY WALL RUNNING TO THE SOUTH; THENCE SOUTH ON THE CENTER LINE OF SAID PARTY WALL AND SAID PARTY WALL EXTENDED SOUTH, A DISTANCE OF 30.78 FEET TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 30.78 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE EAST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 54.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH OF THE EAST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 66.78 FEET TO THE PLACE OF BEGINNING SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THE SOUTH 4.0 FEET OF SAID LOT 2.

## PARCEL 2:

THAT PART OF LOT 2 IN BLOCK 1 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THE SOUTH 18.0 FEET OF THE WEST 15 FEET OF SAID LOT 2 SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SOUTH 4 FEET OF SAID LOT 2.

P.I.N. # 11-30-114-049

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