

UNOFFICIAL COPY



TRUST DEED
778737

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 9th 19 94, between

MULICA'S DELI AND LIQUORS, INC. and WALTER S. MULICA, personally 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTY THOUSAND DOLLARS (\$50,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from March 9, 1994 on the balance of principal remaining from time to time unpaid at the rate of ten 10 per cent per annum in instalments (including principal and interest) as follows:

FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00)
Dollars or more on the 1st day of April 19 94 and

FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00)
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 March 1995. 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 highest 10 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Cook County 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 DONALD D. PANARESE, JR.

944 N. Lathrop Avenue River Forest, IL 60305

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: Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Louis Kord's Milwaukee

Avenue Addition to Chicago in the South West 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-23-325-011, 13-23-325-012, 13-23-325-013, 13-23-325-014, 13-23-325-015

Commonly Known as: 3256 N. Milwaukee Avenue Chicago IL 60618

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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 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 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 its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its President, Asst. VP and

WALTER S. MULICA-President

WALTER S. MULICA-Personally

CORPORATE SEAL

BY Assistant Vice President
ATTEST: Assistant Secretary

STATE OF ILLINOIS, County of Cook } SS. I, Venice Meyer, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter S. Mulica, personally, and Mulica's Deli and Liquors, Inc., Assistant Vice President of the Mulica's Deli and Liquors, Inc., and Walter S. Mulica Assistant Secretary

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 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 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

OFFICIAL SEAL
VENICE M MEYER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT 12, 1994

GIVEN under my hand and Notarial Seal this 9th day of March, 19 94
NOTARY PUBLIC

2350

UNOFFICIAL COPY

CHICAGO, IL 60618

PANARISE & PANARISE
120 W. Madison Street #1118
Chicago, Illinois 60602

1736 N. Milwaukee Avenue
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

XX

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PROVISIONS OF THIS TRUST DEED SHOULD BE PRINTED IN THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
275738
Assistant Vice President

1. The Trust Deed shall be subject to the provisions of the Trust and Trustees Act of the State of Illinois...
2. The Trustee shall have no duty to examine the title, location, existence or condition of the premises...
3. The Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness...
4. In case of default, the Trustee or holders of the note may, but need not, make any payment or perform any act hereunder...
5. The Trustee or the holders of the note hereby making any payment hereunder... may do so according to any bill, statement or estimate...
6. Mortgagee shall not be liable for any loss or damage to the property...
7. When the indebtedness is secured by acceleration or otherwise...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
9. Upon or at any time after the filing of a bill to foreclose...
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense...
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times...
12. Trustee has no duty to examine the title, location, existence or condition of the premises...
13. Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness...
14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles...
15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee...
16. The mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed...
17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule...
18. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

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