

UNOFFICIAL COPY

TRUST DEED

95005884

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

MERCURY TITLE COMPANY 200 2261E 30f30

THIS INDENTURE, made December 28 19 94, between Trust dated December 1, 1994 Amercian National Bank And Trust Trust No 119066-09 herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in 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 Thirteen Thousand (13,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

Ruby Hill and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 28, 1994 on the balance of principal remaining from time to time unpaid at the rate of nine per cent per annum. 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 nine 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 Linda S. Smith in said City, Chicago, Illinois

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 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 26 and Lot 25 in block 3 in Downing, Corning and Prentiss Douglas Park Addition to Chicago, a Subdivision of Block 4 and Lot 2 in block 3 in Circuit Court Partition of the East 1/2 of the Northeast 1/4 and that part of the East 1/2 of the Southeast 1/4 lying North of Center line of Ogden Avenue Of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

16-23-210-010 (lot 26) 16-23-210-011 (lot 25)

DEPT-01 RECORDING \$25.50 1/20/94 TRAN 3814 01/04/95 15:40:00 \$1,024.00 AH *95-005884 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 belong to, 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 on a party 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 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 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 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.

WITNESS the hand and seal of Mortgagors the day and date first above written.

(SEAL) (SEAL)

The terms and conditions contained in this instrument superseding this note shall be subject to the provisions of the Trust and Supplementary Note attached hereto and incorporated herein.

STATE OF ILLINOIS, } 1. _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of _____ THAT _____ who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this _____ day of _____ 19____ Notary Public

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY, Trustee
Identification No. 783140

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises... 2. Mortgagee shall pay before any public sale... 3. The Trustee or the holder of the note hereby secured... 4. In case of default... 5. The Trustee or the holder of the note hereby secured... 6. Mortgagee shall pay each item of indebtedness... 7. When the indebtedness hereby secured... 8. The proceeds of any foreclosure sale... 9. Upon, or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the lien... 11. Trustee or the holder of the note shall have the right to inspect the premises... 12. Trustee has no duty to examine the title, location, existence or condition of the premises... 13. Trustee shall release the lien... 14. Trustee may resign by instrument in writing... 15. This Trust Deed and all provisions hereof... 16. Before releasing this trust deed... provisions of this trust deed.

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

69-0056

UNOFFICIAL COPY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

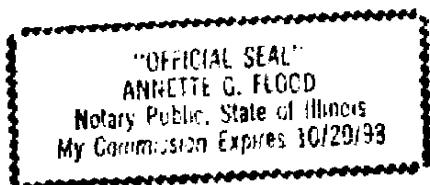
By Michael Wang Michael Wang
Authorized Officer

783140

STATE OF ILLINOIS }
COUNTY OF COOK }

I, ANNETTE G. FLOOD, a Notary Public in and for said County, in the state aforesaid, do hereby certify
Michael Wang an officer of American National Bank and Trust Company of Chicago 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 said officer of said association signed and delivered this instrument as a free and voluntary act,
for the uses and purposes therein set forth.
GIVEN under my hand and seal this

day of DEC 25 1994



Annette G. Flood
NOTARY PUBLIC

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