

TRUST DEED

UNOFFICIAL COPY

95042634

This instrument was prepared by Paul D. Fischer, atty., 420 N. Wabash, Suite 203 Chicago, IL 60611

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED made January 6, 1995 between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement Dated 09/12/80 Known as Trust No. 7996

herein referred to as "Mortgagors," and Paul D. Fischer, 420 N. Wabash, Suite 203 Chicago Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note therein called "Note" hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay an Amount Financed of Eighty-Seven Thousand Thirty-Five Dollars and Fifty Cents (\$87,035.50) Dollars with interest thereon, payable in installments as follows:

One Thousand One Hundred Eighty-Eight and 47/100 (\$1,188.47) Dollars or more on the 11th of February, 1995 and One Thousand One Hundred Eighty-Eight and 47/100 (\$1,188.47) Dollars or more on the same day of each month thereafter, except a final payment of \$1,188.47 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 11th day of January, 2010

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 37 in Block 29 in Grant Locomotive Works Addition to Chicago, a Subdivision of Section 21, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 16-21-223-011-0000

DEPT-01 RECORDING \$23.00
T#0012 TRAN 1759 01/19/95 09:25:00
#6613 # SK \*95-042634
COOK COUNTY RECORDER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power or powers hereby conferred upon and vested in it as such Trustee, the execution, recording and agreement of all the covenants, conditions, representations, covenants, warranties and agreements herein made on behalf of the Trustee are undertaken by solely in its capacity as trustee and not personally for personal liability of personal liability, which is assumed by or shall at any time be assumed by the undersigned Trustee on account of any liability, whether, representation, covenant, or other, of the Trustee in this instrument.

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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 Mortgagors 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 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, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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 year first above written.

American National Bank and Trust Company of Chicago as Trustee Under Trust Agreement Dated 09/12/80 Known as Trust No. 7996 [SEAL] Vice President [SEAL]

STAFF OF ILLINOIS, I, MAUREEN SALATIN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Suzanne Galka-Lain Baker, Vice President American National Bank and Trust Company of Chicago who personally knows 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 JAN 09 1995 Notary Public

Notarial Seal 12-0475 (REV 8-89)

ORIGINAL

BOX 333-CTI

