

UNOFFICIAL COPY

TRUST DEED



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

RECORDED

THIS INDENTURE, made this 16th day of March 1994, between ZEPEDA CONSTRUCTION, INC., a corporation organized under the laws of the State 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 **One Hundred and Twelve Thousand Dollars (\$112,000.00)**, 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 16, 1994, on the balance of principal remaining from time to time unpaid at the rate of **10½ per cent per annum** in installments (including principal and interest) as follows: One Thousand Two Hundred and Thirty Eight Dollars and Five Cents (\$1,238.05).

Dollars or more on the 16th day of April 1994 and One Thousand Two Hundred and Thirty Eight Dollars and Five Cents (\$1,238.05) Dollars or more on the 16th 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 16th day of March 2009. 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 **12% per cent per annum**, and all of said principal and interest being made payable at such banking house or trust company in South Holland 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

EVANGELINA RICE

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:

SEE READER ATTACHED HERETO AND MADE A PART HEREOF

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COOK COUNTY RECORDER

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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 thereto 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, indoor 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 corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

ZEPEDA CONSTRUCTION, INC.

BY *Sherie Zepeda* President

Assistant Secretary

STATE OF ILLINOIS, } SS. I, SHERRI A. ENN LH
County of Cook, } a Notary Public in and for and residing in said County, in the State of Illinois, CERTIFY THAT

Samuel Zepeda

XHXXXXXXX President of the Zepeda Construction, Inc.

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 Vice President and Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes

"OFFICIAL" SHERIE A. ZEPEDA
SHEILA A. ZEPEDA, set forth.

Notary Public, State of Illinois
My Commission Expires Aug. 30, 1997

GIVEN under my hand and Notarial Seal this 16th day of March 1994

Sherie A. Zepeda NOTARY PUBLIC

Notarial Seal

Form 816 Trust Deed - Corporate Mortgagor - Secures One Instalment Note with Interest Included in Payment.
R. 11/75

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RIDER ATTACHED TO TRUST DEED OF ZEPEDA CONSTRUCTION, INC.
DATED March 16, 1994.

PERMANENT INDEX NUMBER: 26-07-116-058

Parcel 1: Lots 1, 2, 3, 4 and 5 in Block 1 in Calumet Trust's Subdivision, in Fractional Section 12, North, North and South of the Indian Boundary line, in Township 37 North, Range 14, East of the Third Principal Meridian, and fractional Section 7, North of the Indian Boundary line in Township 37 North, Range 15, East of the Third Principal Meridian, a plat of which subdivision was registered June 18, 1926, as Document number 308022.

Also

Each of the following Lots (excepting therefrom that part thereof lying 33 feet Easterly and 33 feet Westerly of a line described as follows): Beginning at a point on the North line of Block 1 in Calumet Trust's Subdivision (hereinafter described) (said North line being the South line of East 96th Street) 93.07 feet East of the Northwest corner of Block 1 aforesaid, (said Northwest corner being the intersection of the South line of East 96th Street and the East line of South Hoxie Avenue); thence Southerly along a straight line which forms an angle of 89 degrees 44 minutes 00 seconds with the North line of Block 1 aforesaid, which measures from East to South, a distance of 12.56 feet to a point of curve; thence Southerly along a curved line tangent to the last described course convex to the Southwest, having a radius of 479.85 feet, a distance of 329.81 feet to a point of reverse curve; thence Southerly along a curved line tangent to the last described course convex to the Northeast having a radius of 479.85 feet, a distance of 334.61 feet to a point (said point being the intersection of the center line of East 97th Street and the center line of South Torrence Avenue). Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14 in said Block 1 in Calumet Trust's Subdivision in Fractional Section 12, both North and South of the Indian Boundary line in Township 37 North, Range 14, East of the Third Principal Meridian, and Fractional Section 7, North of the Indian Boundary line in Township 37 North, Range 15, East of the Third Principal Meridian, a plat of which was registered June 18, 1926 as Document number 308022.

P.I.N. 26-07-105-005

North 250 Feet of South 325 Feet of Block 120 in South Chicago a subdivision by Calumet and Chicago Canaland Dock Co. in East Half of Northwest Quarter of Fractional Section 7, North of Indiana Boundary Line, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois

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the first time that a man had been killed by a bullet shot from a gun held in his hand. The bullet was found to have passed through the right side of the body, through the heart, and out through the left side.

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Property of Cook County Clerk

300-1000 m.s⁻¹ (Fig. 1c) and 3000 m.s⁻¹ (Fig. 1d).

THESE ARE THE PAGES WHICH WERE FOUND IN THE BAG WHICH WAS FOUND ON THE BODY OF THE VICTIM.

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