



783602  
TRUST DEED

UNOFFICIAL COPY

95096263

\*Cosmopolitan Bank and Trust  
Successor Trustee to  
Cosmopolitan National Bank of Chicago

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

A 0049 322 WJ

FTI

THIS INDENTURE, made January 23, 1995, between The \*Cosmopolitan National Bank, as Trustee, U/T/A dated January 11, 1985, and known as Trust Number 27360 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 \$11,141.00 Eleven Thousand One Hundred Forty-one and 00/100 -----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BARBER~~ United Credit Union 4444 S. Pulaski Rd. Chicago, Illinois 60632 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 23, 1995 on the balance of principal remaining from time to time unpaid at the rate of 7.00 per cent per annum in instalments (including principal and interest) as follows:

Four Hundred Seventy-two and 66/100 ----- Dollars or more on the 24th day of February, 1995, and Four Hundred Seventy-two and 66/100 ----- Dollars or more on the every ~~8th~~ two weeks 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 9th day of February, 1996. 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 7.00 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 United Credit Union in said City, 4444 S. Pulaski Rd. Chicago, IL 60632

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

Parcel 1: Lot 1 in Block 26 in East Washington Heights, Being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 2 in Block 26 in East Washington Heights, Being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Located At:  
10004 S. Union  
Chicago, Illinois 60628  
Tax ID# 25-09-309-025 (Lot 1)  
25-09-309-026 (Lot 2)

DEPT-01 RECORDING \$25.50  
T49999 TRAM 7106 02/09/95 11:37:00  
25614 DW \*-95-096263

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 thereon 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 Law 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 year first above written. Cosmopolitan Bank & Trust, as Trustee [SEAL] For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof. [SEAL] Trust #27360 & not personally. [SEAL]

STATE OF ILLINOIS, I, \_\_\_\_\_ 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

*doode*

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PLACE IN RECORDING MACHINE BOX NUMBER 69112-52-52

MAIL TO: [Name Redacted] 2044 S. [Redacted]

RECORDS SECTION  
283602  
CHICAGO TITLE AND TRUST COMPANY

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.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and free from mechanical or other items... 2. Mortgages shall pay in full under protest, in the manner provided by statute, any tax... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose in any suit to foreclose the lien hereof... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest... 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises... 10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured... 11. Trustee or the holders 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, or to inquire into the validity of the deed or to exercise any power herein given unless expressly obligated by the terms hereof... 13. Trustee shall release this first deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this first deed has been fully paid... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgages" when used hereon shall include all such persons and all persons claiming under or through Mortgagees... 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

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This ~~Mortgage~~ <sup>Trust Deed</sup> is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer \_\_\_\_\_ and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Land Trust Administrator this 23rd day of January, 1995.

COSMOPOLITAN BANK AND TRUST  
AS TRUSTEE AS AFORESAID & NOT PERSONALLY

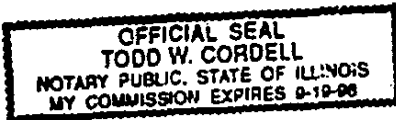
ATTEST:

BY: Teri M. Doran Land Trust Administrator BY: Dennis M. Sheen Vice President and Trust Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Dennis M. Sheen and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of January, 1995



Todd W. Cordell  
Notary Public

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