

TRUST DEED 782758

DEPT OF RECORDING 425.00
100112 FROM 2811 03/01/95 10204100
12648 + 123 * - 95 - 142706
COOK COUNTY RECORDER

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 22, 19 94, between LaSalle National Bank as Trustee under a Trust Agreement dated July 22, 1994 and known as Trust NO. 118873.

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 Eighty Thousand

(\$80,000.00) Dollars,

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

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 22, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8.5 per cent per annum in instalments (including principal and interest) as follows:

One Thousand two hundred sixty-six and 92/100 (\$1,266.92) Dollars or more on the 22 day of August 19 94 and One thousand two hundred sixty-six and 92/100 Dollars or more on the 22nd 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 22nd day of July, 2001. 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 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 Robert A. Egan, 221 N. LaSalle St in said City, Chicago

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 AND STATE OF ILLINOIS, to wit:

Lots 15, 16 and 17 (except part taken for widening Western Avenue) in block 1 in Winslow and Jacobson's subdivision of the South East 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.

PIN #16-01-221-037/038/039

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 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 and year first above written.

By [Signature] (SEAL) Assistant Secretary
Attest: [Signature] (SEAL) Assistant Secretary

STATE OF ILLINOIS, I, KATHLEEN E. STE...
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT ROSEMARY COLLINS ASSISTANT SECRETARY
William H. [Signature] ASSISTANT SECRETARY

who personally known to me to be the same person whose name ACC subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that WHEV signed, sealed and delivered the said instrument as COPIA free and

OFFICIAL, ST. Voluntary as for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of October 19 94.

Notary Public, State of Illinois
By [Signature] Notary Public

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LAL

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE UNDER TRUST NO. 764 32335

DATED 7/24/83
This Mortgage of Trust Deed in the nature of a mortgage executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 764 32335 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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Form X10151
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