

TRUST DEED

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DEPT-01 RECORDING

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

TRUST DEED, JAN. 5, 1995, 03/10/95 13:27:00

#7347 # 11 *--75--143374

THIS INDENTURE, made March 3rd 1995, between MULICA'S DELI AND LIQUORS, INC. and WALTER S. MULICA, personally a corporation organized under the laws 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

FIFTY THOUSAND DOLLARS (\$50,000.00)

Dollars,

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 3, 1995 on the balance of principal remaining from time to time unpaid at the rate of 11 per cent per annum in instalments (including principal and interest) as follows:

FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$ 4,420.00) Dollars or more on the 1st day of April 1995 and

FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$ 4,420.00) Dollars or more on the 1st 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 1st day of March 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 highest/12 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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

DONALD D. PANARESE, JR.

944 N. Lathrop Avenue River Forest, IL 60305

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:

Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Louis Kord's Milwaukee Avenue Addition to Chicago in the South West 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-23-325-011, 13-23-325-012, 13-23-325-013, 13-23-325-014, 13-23-325-015

Commonly Known as: 3256 N. Milwaukee Avenue Chicago, Illinois 60618

95163374

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

President, Asst. VP and

(Asst. Sec'y

WALTER S. MULICA-President

WALTER S. MULICA-Personally

CORPORATE SEAL

BY Assistant Vice President

ATTEST: Assistant Secretary

STATE OF ILLINOIS, County of Cook

I, Venice Meyer

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter S. Mulica, Assistant Vice President of the Mulica's Deli and Liquors, Inc. and Walter S. Mulica Assistant Secretary

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 Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

OFFICIAL SEAL

GIVEN under my hand and Notarial Seal this 3rd day of March, 1995

VENICE M. MEYER

NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ILLINOIS

COMMISSION EXPIRES 10/1/98

Secures One Instalment Note with Interest Included in Payment.

R. 11/75

Handwritten number 2370

