

~~✓TRUST DEED~~ UNOFFICIAL COPY 97061750

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 29, 1996, between LaSalle National Trust, N.A., not individually but as successor trustee u/t/n 10-15095-08 dated July 22, 1968,
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

sixty thousand and no/100 (\$60,000.00)

Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
DEARER BARBARA BEAL . DEPT-10 PENALTY

\$24.00

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid ~~as x x x x x~~
~~xxxxxxxxxxxxxx~~

per terms of paragraph 3 of Loan Agreement attached hereto as Exhibit A
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; and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time,

in writing appoint, and in absence of such appointment, then at ~~Box #821~~ Kingsbridge Way,
In said City, Buffalo Grove, IL 60089

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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of that estate, right, title and interest therein, situate, lying, and being in the COUNTY OF

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT READING

\$27.50

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#7209 + JJ #--97-054759
COOK COUNTY RECORDER

which, with the property hereinbefore 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, 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 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 mortgagor, their heirs, successors and assigns.

of Mortgagors the day and year first above written.

[SEAL] THE HOUSE OF COMMONS, 1911-1912 [REPEALED] [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS, { ss. Ruth a. Yunker
County of COOK a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rosemary Colliba, Assistant Vice President and

Nancy A. Stack, Assistant Secretary of LASALLE NATIONAL TRUST, N.Y.,
who are personally known to me to be the same person as whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their free and

Ruth A. Reynolds, Notary Public, signed, sealed and delivered the said instrument as their attorney and Notary Public, for the uses and purposes therein set forth.

Normal Seal

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LA SALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER
TRUST NO. 10-15095-08 AND NOT PERSONALLY

By Parsons, Green & Noe President

Attest: Dorothy A. Wallace Assistant Secretary

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED November 29, 1996 UNDER TRUST NO. 10-15095-08

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 10-15095-08 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 hereina 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 mortgagor 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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PROPERTY ADDRESS: VACANT LAND

LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY PROPERTY, SAID SOUTH LINE BEING 82.50 FEET SOUTHERLY OF AND MEASURED PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL ROAD AS PER DOCUMENT NUMBER 18885123 AND AS CORRECTED BY DOCUMENT NUMBER 17902142.

PERMANENT INDEX NO.: 07-03-100-006

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