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97250545

DEPT-01 RECORDING

\$26.50

1997 SEPT 24/10/97 14:02:00

97250545

COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDERS USE ONLY

This indenture, made September 9 19 96 between South Chicago Bank banking association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of Trust Agreement dated April 3, 1996 and known as trust number 11-2932 herein referred to as "First Party," and First State Bank & Trust Co. of Palos Hills

an Illinois corporation herein referred to as Trustee, witnesseth that, whereas First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of Three Hundred Thousand and No/100----- (\$300,000.00)

made payable to bearer First State Bank & Trust Co. of Palos Hills dollars and delivered in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 11.25 percent per annum in Monthly installments

as follows: Interest only 97250545 dollars on the 1st day of October 19 96 and Interest only dollars on the 1st day of each and every 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 day of on demand

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 installment unless paid when due shall bear interest at the highest lawful rate per annum, and all of said principal and interest to be made payable at such banking house or other commodity in

Palos Hills 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 First State Bank & Trust Co. of Palos Hills in said Co.,

Now, therefore, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the County of

And State of Illinois, to wit

COOK

Parcel 1; Lots 42, 43, 44 and 45 in Block 24 in the Circuit County Partition of the Southeast 1/4 (except lands belonging to the South Chicago Railroad Company) of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, IL P.I.N. #21-31-420-003 and 21-31-420-004 Known as 8505-17 S. Commercial, Chgo., IL Parcel 2; LOTS 8 through 17 BOTH INCLUSIVE AND LOT 18' (EXCEPT FOR THE SOUTH 13 THEREOF) IN BLOCK 25 OF THE CIRCUIT COURT PARTITION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ADDRESS: 8516-42 Commercial Avenue, Chicago, IL P.I.N. #21-31-419-028 thru 037

This Trust Deed is subordinate to that certain mortgage dated 4-30-96 from South Chicago Bank as Trustee U/T/A dated 4-3-96 and known as Trust No. 11-2932 to South Chicago Bank and recorded as Document No. 96497645.

FIRST STATE BANK & TRUST CO. OF PALOS HILLS BY: Frank J. Smith III, Sr. V.P./Lending Div.

2030
Mw

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This Trust Deed is executed by the undersigned, 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 the undersigned) who 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 said First Party or on said personally to pay said note or any interest that may accrue thereon, or as in any way limiting, affecting hereunder, or to perform any covenant either express or implied herein contained. All such liability, if any, being expressly assumed by Trustee and covered by a check or certificate of deposit or other security hereunder, and that so far as the First Party and its successors and assigns are concerned, the undersigned is not to be held liable for the payment of any indebtedness or for the performance of any obligations or the fulfillment of any promises or covenants conveyed for the purposes intended, by the enforcement of the provisions hereof, created in the note, herein and in said note or provided or by action to enforce the personal liability of the guarantor, if any.

In witness whereof, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written

South Chicago Bank, As Trustee as aforesaid and not personally
By William D. Hechler Trust Officer/
Assistant Vice President

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

Attest _____ Assistant Vice President

the undersigned

a Notary Public, in and for said County in the State of Illinois, do hereby certify

William D. Hechler Trust Officer/
Assistant Vice President of South Chicago, and Elaine Lane

Elaine Lane
Assistant Vice President

of said Bank who are 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 said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth, and said Assistant Secretary then and there acknowledged that he, as Custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 3rd day of March, A.D. 1997

Catherine T. Boyle
Notary Public

The Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No _____

OFFICIAL SEAL
CATHERINE T. BOYLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-15-2000

Important For the protection of both the borrower and lender, the note secured by this trust deed should be identified by the trustee named herein before the trust deed is filed for record.	Prepared By _____
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Box No. _____

Trust Deed

South Chicago Bank
as Trustee

First State Bank & Trust Co. of
Palos Hills
10360 South Roberts Rd.
Palos Hills, IL 60465

Trustee

97250545



Mail to:
First State Bank & Trust Co.
of Palos Hills
10360 S. Roberts Road
Palos Hills, IL 60465
The Above Space for Recordors Use Only

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Property of Cook County Clerk's Office

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