

UNOFFICIAL COPY

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PARCEL 1: ALL OF LOT 43 AND LOT 44 (EXCEPT THE NORTH 16 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 44) IN REYEL'S ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ASO 20-28-226-014 & 43, 20-28-226-052 & 44

PARCEL 2: LOT 12 (EXCEPT THE SOUTH 50 FEET 1 INCH), LOT 13 (EXCEPT THE WEST 15 FEET OF THE SOUTH 50 FEET 1 INCH OF LOT 13) AND THE WEST 29 FEET OF LOT 14 IN COUNTY CLERK'S DIVISION OF THE SOUTH 10 ACRES OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKD 20-28-226-037 AA A W

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Clerk's Office

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TRUST DEED

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CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made February 29, 19 88 between Transport Ace Hardware, Inc.

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

Two hundred and twenty-eight thousand. (\$228,000.00), 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 February 29, 1988 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows: Four thousand eight hundred forty-four and 35/100. (\$4,844.35) Dollars or more on the 1st day of May 1988 and Four thousand eight hundred forty-four and 35/100. (\$4,844.35) 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 April 1993 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 thirteen per cent 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 Jones and Jones, 3 First National Plaza, Suite 1400, Chicago, IL 60602 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,

See exhibit "A" attached hereto

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.

Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and tested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the _____ of said corporation.

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

Transport Ace Hardware, Inc.

CORPORATE SEAL

BY: [Signature] Assistant Vice President
ATTEST: [Signature] Assistant Secretary

STATE OF ILLINOIS, }
County of DuPage } ss. JEFFREY A. JONES

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STANLEY LEARNER Assistant Vice President of the Corporation
and LOUIS ORZELBLAST 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.

GIVEN under my hand and Notarial Seal this 29 day of February 1988

[Signature] NOTARY PUBLIC

Notarial Seal

Form 816 Trust Deed - Corporate Mortgagor - Secures One Instalment Note with Interest (included in Payment)

R. 11/75

Page 1

3-9-88 Legal description affects property on Certificate 804397 and other property. Resolutions attached to deed 3692602. Note identified. Call 511646339

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