

*[Handwritten mark]*

**CERTIFIED RESOLUTION OF BOARD OF DIRECTORS**

I DO HEREBY CERTIFY that I am the duly elected and qualified secretary of Marab, Inc., a corporation organized and existing under the laws of the State of Illinois, and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors thereof held on the 20th day of January, 1939, and that such resolutions are now in full force and effect:

BE IT RESOLVED, that this corporation obtain financing from Uni-Fin Corp.:

AND BE IT FURTHER RESOLVED, that this corporation grant certain collateral, including a second mortgage on the real estate described in Chicago Title Insurance Company title commitment no. \_\_\_\_\_ to Uni-Fin Corp. to secure such indebtedness:

AND BE IT FURTHER RESOLVED, that any of the following described officers of this corporation are hereby given the authority to execute and deliver such notes, mortgages and any and all documents pertaining to such financing:

Name	Title	Signature
Richard P. Lyons, Sr.	President	<i>[Signature]</i>
Richard P. Lyons, Jr.	Vice President Secretary	<i>[Signature]</i>

AND BE IT FURTHER RESOLVED, that the authority of the officers listed above be continuing and, unless notified in writing to the contrary, any person loaning money or otherwise dealing with the following officers shall be fully protected in relying on the direction of those officers and no one shall be required to see to the application of monies or assets paid or delivered to these officers or pursuant to their direction or inquire into the propriety of the exercise of their authority:

AND BE IT FURTHER RESOLVED, that the secretary of this corporation is authorized to certify under the corporate seal of the corporation, a copy of these resolutions and the names of the persons authorized to act on behalf of the corporation, and any such person is hereby authorized to rely upon such certificate of the secretary of the corporation until they are formally advised of any changes therein by a subsequent certificate and under the corporate seal.

969/37

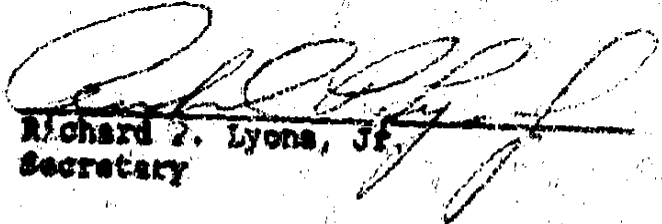
UNOFFICIAL COPY

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

0 3 7 7 9 0 5

IN WITNESS WHEREOF, I have hereunto affixed my name as secretary, and have caused the corporate seal of said corporation to be hereto affixed, this 10 day of February, 1989.



Richard P. Lyons, Jr.  
Secretary

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TRUST DEED

3777905

Trust Agreement, Made this 1st day of February 1992

BARAS, INC., an Illinois Corporation, located at 3657 W. 147th Street, Midlothian, Illinois

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor", and L. H. Payne, of Glencoe, Illinois

Corporate Resolution Attached

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the installment Note hereinafter described, the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWO HUNDRED THIRTYEIGHT

AND 00/100 DOLLARS

UNI-FIN CORP.

by one certain installment Note of the Mortgagor of even date herewith, made payable to and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in

Forty (40)

FIVE THOUSAND AND 00/100

on the 12th day of April 1988 and FIVE THOUSAND AND 00/100

Dollars on the 12th day of each month

deposited, to and including the 12th day of December 1992, with a final payment of the balance due on

the 12th day of March 1993, excluding the months of January and February 1990, 1991, 1992 and 1993.

each of said installments of principal bearing interest after maturity at the rate of one and one-half per cent per month, 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 UNI-FIN CORP., 200 West Adams Street, in said City.

AND, WHEREAS, Mortgagor has executed, acknowledged and delivered this trust deed to secure, in addition to the note described above, any and all debts, indebtedness, and liabilities of any and every kind now or hereafter owing or to become due from Mortgagor to holders of the Note, however created, incurred, evidenced, acquired, or arising, whether under the note or this trust deed or any other instruments, obligations, contracts or agreements of every kind now or hereafter existing or entered into by and between Mortgagor and holders of the Note or otherwise, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest thereon as provided in said instruments, and any and all renewals and extensions of any of the foregoing, all of which said debts, indebtedness, and liabilities are hereinafter referred to as "future advances" and all of which "future advances", as aforesaid, together with any such instruments, are hereby expressly secured by this trust deed, provided, however, that the total indebtedness of any "future advances" outstanding at any one time and which is so secured hereby, exclusive of the above described note, shall in no event exceed \$500,000.00 and provided further that in the event holders of the Note shall take notes as evidence of any "future advances" from holders of the Note to Mortgagor or accept additional collateral of any nature whatsoever as security for the payment of such "future advances", the same shall in no wise limit, affect, or qualify this trust deed and the lien thereof, with respect to such "future advances" or payments by holder of the note to Mortgagor.

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 to secure the payment of said "future advances" in accordance with the terms of the instruments evidencing and otherwise securing the same and in accordance with the terms, provisions and limitations of this trust deed and to secure 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 hereby CONVEY and WARRANT unto the Trustee, its or his successors and assigns or personal representatives, the following described real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Midlothian, County of Cook

and State of Illinois, to-wit: LOT NINE (except the South One Hundred Six (106) feet thereof)---(9) The North Forty (40) feet of the South One Hundred Six (106) feet of LOT NINE---(9) LOT TEN (Except the South One Hundred Six (106) feet thereof)---(10) the North Forty (40) feet of the South One Hundred Six (106) feet of LOT TEN---(10) In Midlothian Highlands, a Subdivision of the East 693 feet of the North Half(1/2) of the Southwest Quarter (1/4) of Section 11, Township 36 North, Range 13, East of the Third Principal Meridian, commonly known as 3657 W. 147th Street, Midlothian, Illinois.

Permanent Index No. 28-11-305-016-0000 and 28-11-305-017-0000

3657 W. 147th Street, Midlothian, Illinois

THIS IS A JUNIOR MORTGAGE

NOTE IDENTIFIED 96957

3777905



# UNOFFICIAL COPY

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereon to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the same representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested and presented to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the same for the purpose to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested by the original trustee and the original trustee has never executed a certificate on any instrument, and identifying same as the one described herein, the original trustee may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed. In case of the resignation, death, inability or refusal to act of Trustee, the then Recordable Office of the county in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all work performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or any instrument constituting an obligation securing said "trust advances" or this Trust Deed.

16. The mortgagee hereby relinquishes and all rights of redemption hereon and under any order or decree of a court of record of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagee, claiming any interest in or title to the premises subsequent to the date of this trust deed.

IN WITNESS WHEREOF, said mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its

\_\_\_\_\_  
 \_\_\_\_\_ president and attested by its \_\_\_\_\_ secretary on the day and year first above written, pursuant to authority given by resolution duly passed by the directors and stockholders of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary.

BARAB, INC.

By Richard P. Lyons  
 Richard P. Lyons, President

Richard P. Lyons, Jr.  
 Richard P. Lyons, Jr., Secretary

## ACKNOWLEDGMENT

STATE OF ILLINOIS,  
 COUNTY OF Cook

I, Linda J. Peterson

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

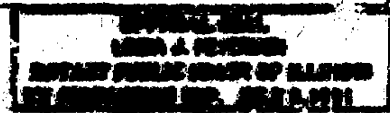
Richard P. Lyons \_\_\_\_\_ President of the  
Richard P. Lyons, Jr. \_\_\_\_\_ Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_  
 \_\_\_\_\_ President and \_\_\_\_\_ 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 \_\_\_\_\_ Secretary then and there acknowledged that

she \_\_\_\_\_ as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_

February \_\_\_\_\_ A. D. 1982



Linda J. Peterson  
 Notary Public

THIS INSTRUMENT WAS PREPARED BY B. COLONY, 200 WEST ADAMS STREET, CHICAGO, ILLINOIS 60606

UNOFFICIAL COPY

LOAN # \_\_\_\_\_  
Date 5/92

# TRUST DEED

TRUST, INC.

a corporation

To

L. H. Payne

Treasurer

PROPERTY ADDRESS

3657 N. 147th Street

Midlothian, Illinois

MAIL TO:

UNI-FIN CORP  
200 West Adams Street,  
Chicago, Illinois 60606

The Recipient Hereunder is to hold Title Deed  
in Trust for the benefit of the Beneficiary named herein.

COOK COUNTY TITLE & TRUST CO., as Trustee

Assistant Secretary  
Vice President

15/16/96  
FAT

1992 MAR 20 PM 12:29  
CASOL PROPERTY DEEDS  
REGISTERED OFFICE

50677905

3777905

Trust Deed

12/4/92  
E6647161

COOK COUNTY CLERK'S OFFICE  
JANUARY 1, 1991

Property of Cook County Clerk's Office