

NOTARIAL SEAL

My commission expires

William J. Moore

Given under my hand and Notarial Seal this 9th day of June, 1989

and purposes therein set forth.
of said banking corporation, as Trustee, for the uses
and voluntary act, and as the free and voluntary act
banking corporation to said instrument as her own free
association, did affix the said corporate seal of said
as custodian of the corporate seal of said banking
Secretary did also then and there acknowledge that she,
purposes therein set forth; and the said Assistant
said banking corporation, as Trustee, for the uses and
voluntary acts, and as the free and voluntary act of
delivered the said instrument as their own free and
day in person and acknowledged that they signed and
tant Secretary, respectively, appeared before me, this
forgoing instrument as such.
be the same persons whose names are subscribed to the
said banking corporation, personally known to me to
and Margaret A. Bryant, Assistant Secretary of
Trust Officer of METROPOLITAN BANK AND TRUST COMPANY,
afore said, do hereby certify, that Cheryl Brueckmann, Assistant
a Notary Public in and for said County, in the State

Assistant

Cheryl Brueckmann

3801740

COOK County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

ASSISTANT SECRETARY

William A. Blyskal

Assistant Trust Officer

Cheryl Brueckmann

not individually, but as Trustee
under Trust No. 1776
METROPOLITAN BANK AND TRUST COMPANY

This instrument is executed by METROPOLITAN BANK AND TRUST COMPANY not
in its individual corporate capacity, but as Trustee as aforesaid, and it is
expressly agreed that nothing herein contained shall be construed as creating
any liability on said METROPOLITAN BANK AND TRUST COMPANY in its individual corporate
capacity with respect to any warranty or representation contained in this instru-
ment, or to perform any covenant, either express or implied, herein contained,
all such liability, if any, being expressly waived by the parties hereto and by
every person now or hereafter claiming any right or interest hereunder, and the
parties hereto and such other persons shall accept this instrument upon the ex-
press condition that no duty shall rest upon said METROPOLITAN BANK AND TRUST COMPANY
either in its individual corporate capacity, or as said Trustee, to collect,
receive, sequester or retain for any purpose the rents, issues and profits arising
from the property hereinabove described or the property or funds at any time sub-
ject to said Trust Agreement, or the proceeds arising from the sale or other dis-
position of any such property, or to continue as such Trustee, or to retain any
right, title or interest in or to the property hereinabove described or in or to
any part or all of the property or funds at any time subject to said Trust Agreement.

Wider attached to (TRUST) DEED (Banco Popular de Puerto Rico - \$185,000.00)

Dated: June 9, 1989

UNOFFICIAL COPY

Property of Cook County Clerk's Office

415106

UNOFFICIAL COPY

TRUST DEED

3801740

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 9, 19 89, between Metropolitan Bank & Trust Company, an Illinois Banking Corporation, 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 a Trust Agreement dated May 5, 1989 and known as trust number 1776, herein referred to as "First Party," and

~~Banco Popular de Puerto Rico~~ Banco Popular de Puerto Rico hereinafter 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 One Hundred Eighty Five Thousand and 00/100 Dollars,

made payable to ~~Banco Popular de Puerto Rico~~ Banco Popular de Puerto Rico 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 from Date of Disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.75% per cent per annum in instalments as follows: \$2,522.27

Dollars on the 12th day of June 19 89 and \$2,522.27

Dollars on the 12th 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 12th day of June 19 92. 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 seven 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 Banco Popular de Puerto Rico in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged hereby do these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described land Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot one Thousand two Hundred Eighty Six..... (1286) In Block thirty three '33' in third division of Riverside, in Section 25 and 36, Town 37 North, Range 12, East of the Third Principal Meridian, except that portion thereof described as follows: Commencing at the Southeast corner of said lot; thence westerly along the South line of said Lot, 252 feet to the South West corner of said lot; thence Northeasterly along the West line of said 3.2 feet; thence Easterly a straight line to the point of beginning.

Permanent Index No. 15-25-311-029

355 W Vedalia
Riverside, Ill

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and as a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used in supplying heat, gas, hot and cold water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing) awnings, window shades, storm doors and windows, floor coverings, in-door 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 owned as the premises by First Party 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the first mortgage; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the first mortgage, and upon receipt of any satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, street lighting charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay to said under protest, in the manner provided by statute, any tax or assessment which First Party may become so obligated to pay and which shall not be paid by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the amount of any claim therefor by all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the

RI-D-CP ATTACHED

NAME	Banco Popular de Puerto Rico
STREET	2525 North Kedzie
CITY	Chicago, Illinois 60647
OR	
INSTRUCTIONS	
RECORDER'S OFFICE BOX NUMBER	

FOR RECORDERS USE ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

355 Vedalia

