

TRUST DEED

UNOFFICIAL COPY

THIS ABOVE SPACE FOR RECORDING USE ONLY

*OK*

This Indenture,

Made JUNE 6, 1989, between TRUST COMPANY, An Illinois Trust Company, 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 JULY 3, 1987 and known as Trust No. #10255 herein referred to as "First Party," and AFFILIATED BANK/WESTERN NATIONAL herein referred to as trustee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed One note bearing even date herewith in the PRINCIPAL SUM OF FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, made payable to MANUFACTURERS AFFILIATED BANK/WESTERN NATIONAL 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 as follows:

In full accordance with Note dated June 6, 1989 to Affiliated Bank/Western National in the amount of \$50,000.00 executed by JAMES G. LAMBESIS AND GEORGE LAMBESIS, and all extensions, renewals, or refinancings thereof.

Principal bearing interest at the rate of 12% per annum, and all of said principal and interest being made payable at such banking house or trust company in Cicero 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 AFFILIATED BANK/WESTERN NATIONAL, 5801 W. Cermak Road, Cicero, IL 60650

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party to receive the amount of the said principal sum of money and said to be in accordance with the terms, provisions and limitations of this note, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, release, waive and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 12 IN BLOCK 1 IN ELAINE SUBDIVISION OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER (EXCEPT THAT PART TAKEN FOR STREETS) IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #16-21-423-027

COMMONLY KNOWN AS: 1922 SOUTH CICERO AVENUE CICERO, ILLINOIS 60650

THIS INSTRUMENT WAS PREPARED BY

SHANNON J. REID 5801 W. Cermak Rd.  
Cicero, IL 60650

where, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, fixtures, easements, fixtures and appurtenances thereto belonging, and all real, 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 security with said real estate and not specifically), and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, interior books, fixtures, fixtures and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed in 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 same and trusts herein set forth.

The 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.

IN WITNESS WHEREOF, Western National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MANUFACTURERS AFFILIATED TRUST COMPANY  
As Trustee as aforesaid and not personally.

By *Carol Ann Weber*  
Carol Ann Weber Second Vice-President

ATTEST *Rosemarie J. Baran*  
Rosemarie J. Baran Land Trust Officer

STATE OF ILLINOIS } SA.  
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the Manufacturers Affiliated Trust Company Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument at such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act and as the free and voluntary act of said Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th Day of July

A.D. 1989

*Elizabeth Potele*

Notary Public

OFFICIAL SEAL  
ELIZABETH POTLE NK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 22, 1993

**UNOFFICIAL COPY**

DIVERSE

CLCERO, ILLINOIS 60650

1922 SOUTH CLCERO AVENUE

CHICAGO, ILLINOIS 60650

CLCERO, ILLINOIS 60650

CLCERO

DEPARTMENT OF STATE  
WORLD WAR II RECORDS  
DIVISION OF RECORDS AND INFORMATION SERVICES

STATEMENT 5601 WEST CERACK ROAD

NAME: AFFILIATED BANK/ESTATE ATTORNEY

THE PRECISE SITUATION-FACTS

063546

IN PRACTICE

12. THE MORTGAGEE HEREBY WAIVES SAY AND ALL RIGHTS OF FEDERAL OR STATE OWNERSHIP OF ANY INTEREST IN OR TITLE TO THE PREMISES SUBJECT TO THE DATE OF THIS MORTGAGE.

13. SECTORS, THE ENTIRE EXPIRED BALANCE DUE THE EON SHALL, AT THE ELECTION OF THE HOLDER OF THE NOTE SECURED BY THIS TRUST DEED, BECOM IMMEDIATELY DUE AND PAYABLE.

14. IF THE TITLE TO THE PREMISES IS OWNED BY THE BENEFICIARIES OR IF THE BENEFICIAL

INTEREST IN THE NOTE IS OWNED BY THE BENEFICIARIES, THE ENTIRE EXPIRED BALANCE DUE THE EON SHALL, AT THE ELECTION OF THE HOLDER OF THE NOTE SECURED BY THIS TRUST DEED, BECOME IMMEDIATELY DUE AND PAYABLE.

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Box 99