

DOCUMENT NO.

962921-1179385
1394258
72-16-101

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

ILLINOIS RETAIL HARDWARE ASSOC.
1ST NB HIGHLAND PARK # 1225
NBD HIGHLAND PARK N/A # 1225
NBD TRUST CO OF ILL # 1225

DATE OF SEARCH:

779731

CAUDL ROSELYN
CLERK OF COURT
APR 17 1990 2:10

RESULT OF SEARCH:

None
None
None
None

03-478717

4-17-90 MFB

INTENDED GRANTEE'S OR ASSIGNEES:

VICTOR ASLAN
LORRAINE

CTAT
RB
County Clerk's Office

RESULT OF SEARCH:

None
None

4-17-90 MFB

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TRUST DEED

3873718

760774

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 10 1989, between VICTOR ASLAN and LORRAINE ASLAN, His Wife

herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 THREE HUNDRED

TWENTY THOUSAND and No/100 Dollars (\$320,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MANUFACTURERS BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 12, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10.75% percent per annum in instalments (including principal and interest) as follows: Three Thousand Two

Hundred Forty Eight and 80/100 (\$3,248.80) Dollars or more on the 12th day of November 1989 and Three thousand Two Hundred Forty Eight & 80/100 Dollars or more on the 12 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 October, 1994. 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 10.75% 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 Manufacturers Bank, 1200 N. Ashland Ave., Chicago, Ill., 60622

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Mount Prospect, Ill COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL I: Lots 46, 47, 48, 49, and 50 in H. Roy Berry Company's Colonial Manor, being a Subdivision of part of the North East 1/4 of Section 11, and part of the North West 1/4 of Section 12, all in Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois... PIN #08-12-004/005/006/007/008-0000

PARCEL II: The North Half (1/2) of Lot Seventeen (17), all of Lot Eighteen (18), the South Half (1/2) of Lot Nineteen (19) in Block One (1), in the H.M. Cornell Co's Cumberland, a Subdivision of the South Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 7, Town 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half (1/2) of the Northeast quarter (1/4) of Section 18, Town 41 North, Range 12, East of the Third Principal Meridian, lying continued on attached Rider.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily 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, 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 mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Victor Aslan
Victor Aslan

[SEAL]

Lorraine Aslan
Lorraine Aslan

[SEAL]

STATE OF ILLINOIS,

I, Irene Ford

SS.

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

County of Cook

THAT Victor Aslan and Lorraine Aslan, His Wife

who personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

signed, sealed and delivered the said instrument as their free and for the uses and purposes therein set forth.

"OFFICIAL SEAL"

IRENE FORD

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/10/90

my hand and Notarial Seal this 10th day of October 1989

Irene Ford
Irene Ford

Notary Public

NOTE IDENTIFIED
4-17-90
Legal description - affects 2765
96 291, 1179285 & 1394288 & other property

3873718

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MAIL TO: MANUFACTURERS TRUST CO. 1200 N. ASHLA CHICAGO, ILL. 60622

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTES SHOWN BY THIS AGENCY SHOULD BE IDENTIFIED AS CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE NOTES ARE DEPOSITED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Assistant Secretary/Assistant Vice President, 215 W. Grospect, Chicago, Ill.

1. The provisions of the Trust and Trustees Act of the State of Illinois shall be applicable to this trust deed.

2. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured by this Trust Deed.

3. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

4. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

5. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

6. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

7. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

8. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

9. The Trust Deed shall be subject to any provision hereof which would not be good and valid under the laws of the State of Illinois.

CHICAGO TITLE INS.

81756738

Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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A Rider attached to and made a part of a Trust Deed dated October 10, 1989, between Victor Aslan and Dornaine Aslan, his wife, as Mortgagors to Chicago Title and Trust Company, as Trustee, the following described real estate:

continued from Trust Deed....

North of the center line of Seeger's Road, called Elk Grove Road, and a resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (1/2) of Fractional Section 7 and part of the North Half (1/2) of Fractional Section 18, Town 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985, in Book 255 of Plats, Page 36 and filed in the Office of the Registrar of Titles of said County, February 29, 1928, as Document Number 394967 and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office September 28, 1929, as Document Number 10492548 and filed in said Registrar's Office September 16, 1932, as Document Number 592610. PIN #09-07-403-033-0000.

760774

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...the following information is being furnished to you for your information and use only. This information is not to be used for any other purpose without the express written consent of the Department of Public Safety. The information is being furnished to you in confidence and should be treated as such. It is the policy of the Department of Public Safety to provide this information to you in confidence and should be treated as such. It is the policy of the Department of Public Safety to provide this information to you in confidence and should be treated as such.

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Attorney