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~~TRUSTED~~

ALGOR

387-1251

CITC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 17 1990, between CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED 3/12/90 AND KNOWN AS TRUST #1095220, 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 (\$168,000.00)-----

ONE HUNDRED SIXTY-EIGHT THOUSAND AND 00/100----- 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 ~~XXXXXX~~
on the balance of principal remaining from time to time unpaid ~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~
~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~
IN ACCORDANCE WITH THE RATE OF INTEREST AND OTHER
TERMS AND CONDITIONS AS SET FORTH IN THE NOTE SECURED HEREBY.
Dated this ~~XXXXXX~~ day of ~~XXXXXX~~ AD ~~XXXXXX~~

~~RECEIVED IN THE~~ ~~REGISTRATION~~ ~~RECEIVED~~ 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 MAY, 2010 ~~XX~~. 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 NOTE 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 THE SOUTH SIDE BANK OF CHICAGO.

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,**

THE SOUTHERLY SIXTY (60) FEET OF LOT NINETY-TEEN (19), IN DIVISION THREE, IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF (½) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX ID# 21-30-106-027
COMMONLY KNOWN AS 7234-38 S. COLES, CHICAGO, ILLINOIS.

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 unit or centrally controlled), and ventilation; including (without restricting the foregoing); screens, window shades, storm doors and windows, floor coverings, indoor beds; awnings; stoves and water heaters; All of the foregoing are declared to be a part of said real estate which 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust

In 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

attested 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.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its
Dolivo Tito and Trump Company A TRUSTEE

EXCERPTION: CLAUSE APPEARS ON LIDEX AND IS
INCORPORATED HEREIN BY REFERENCE

STATE OF ILLINOIS, ss. 1. Gabrielle GLASS Assistant Secretary

of BOOK } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Thomas Szemczuk Assistant Vice President of the Chicago Title And Trust Co.

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 therin set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is 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

"OFFICIAL SEAL
Gabrielle G.
Notary Public, State of Illinois
GIVEN under my hand and Notarial Seal this _____ day of _____ MAR 22 1980
for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is 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.

Form B16—Trust Deed — Corporate Mortgagor — Secures One Instalment Note with Interest Included in Payment.

MAP 2-2-1988

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18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.
19. All of the terms and provisions of the certain loan commitment, as stated in the offer of the South Shore Bank of Chicago, dated March 12, 1990 addressed to and accepted by Marc Loncar & Lijllyana Loncar as are not herein otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.
20. Additional Payment due hereunder. In addition to monthly payments of principal and interest there shall be due and payable hereunder and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.
21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 6404 (c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.
22. The mortgagor hereby waives any and all rights of redemption from title under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

It is expressly understood and agreed by and between the parties hereto, that nothing contained in this instrument shall be construed to give to the Trustee any power to act in any manner whatsoever in respect of the property covered by this instrument, or in respect of any rights or interests of the parties hereto, except as herein specifically provided, and that the Trustee shall not be liable in any event for any damage or loss suffered by any party hereto, or for any other person, arising out of or in connection with the execution of the powers granted to him hereunder, or for any act or omission on his part, except for his own gross negligence or willful misconduct, or for his wilful violation of any provision of this instrument. The Trustee shall not be liable for any loss or damage suffered by any party hereto, or for any other person, arising out of or in connection with the execution of the powers granted to him hereunder, or for his own gross negligence or willful misconduct, or for his wilful violation of any provision of this instrument, except for his own gross negligence or willful misconduct, or for his wilful violation of any provision of this instrument. The Trustee shall not be liable for any loss or damage suffered by any party hereto, or for any other person, arising out of or in connection with the execution of the powers granted to him hereunder, or for his own gross negligence or willful misconduct, or for his wilful violation of any provision of this instrument, except for his own gross negligence or willful misconduct, or for his wilful violation of any provision of this instrument.

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CHICAGO
TITLES
REGISTRATION

1980 APR 19 PM 12:32
CAROL MOSCICKI REAGAN
REGISTRAR OF TITLES

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SEARCHED	INDEXED
SERIALIZED	FILED
APR 20 1980	
CHICAGO TITLE & TRUST CO.	
300 N. WABASH AVE., CHICAGO, ILLINOIS 60616	
TELEPHONE 312-427-1251	
FAX 312-427-1251	

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