



TRUST DEED UNOFFICIAL COPY

765905

3944703

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY
LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

THIS INDENTURE, made December 18 1990, between La Salle National Bank of Chicago as Trustee under Trust Agreement dated 11/1/82 and known as Trust No. 105551

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 One Hundred Forty Thousand Dollars and no cents (\$140,000.00)

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Angel Food Systems, Inc., an Illinois Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from _____ on the balance of principal remaining from time to time unpaid at the rate of 11.25 per cent per annum in instalments (including principal and interest) as follows: One Thousand Nine Hundred Forty-Eight Dollars and 37/100 \$1,948.37

----- Dollars or more on the 1st day of _____, and One Thousand Nine Hundred Forty-Eight and 37/100 Dollars or more on the 1st day of each _____ 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 15th day of October, 2000. 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 13 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in _____ 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 _____ in said City.

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 City of Des Plaines _____ COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE LEGAL ATTACHED

PROPERTY ADDRESS: 1262 Lee Street, Des Plaines, IL 60018

P. I. N. NO.: 09-20-301-065

09-20-301-066

This instrument prepared by: Elliott B. Levine
1300 Woodfield Road, Suite 202
Schaumburg, IL 60173

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 Mortgagors 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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 shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors LaSALLE NATIONAL TRUST, N.A. as Trustee under Trust No. 105551 and not personally _____ Assistant Vice President [SEAL]

Attest: Corinne Bek Assistant Secretary [SEAL]

STATE OF ILLINOIS,

I, HARRIET DENISEWICZ

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek ASSISTANT VICE PRESIDENT

County of COOK William H. Dillon ASSISTANT SECRETARY

who ARE personally known to me to be the same person S whose name ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of December 1990.

"OFFICIAL SEAL"
Harriet Denisewicz
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1991

Notarial Seal

3944703

UNOFFICIAL COPY

LEGAL DESCRIPTION:

A Tract of Land described as follows: The West 46 1/2 feet of Lot Three (3) (as measured along the North line of said Lot Three (3)) (Excepting therefrom the North Twenty Two (22) feet thereof (as measured along the West line of said Lot Three (3)): Lot Three (3) except the West 46 1/2 feet thereof (as measured along the North line of said Lot Three (3)) and except that part thereof lying North of a line drawn from a point in the East line of said Lot Three (3) that is 27.50 feet South of the Northeast Corner of said Lot Three (3); to a point on the East line of the West 46 1/2 feet of Lot Three (3) that is 22.50 feet South of the North line of said Lot Three (3)), All of Lot Four (4), All of Lot Five (5), All of Lot Six (6), in the subdivision of the East part of the Lot One (1) in Carl Lagerhausen Estate Division of the Southwest Quarter (1/4) of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian, lying East of the West 588.502 feet measured on the North line of said Original Lot One (1) and 589.196 feet measured on the South line thereof (Excepting from said Tract of land that part thereof lying North of the following described Line: Beginning at a point on the East line of said Tract of Land One Hundred Fifty (150) feet South of the Northeast corner of said Tract of Land measured on said East line; thence West 149.37 feet to a point on the West line of said Tract of Land being One Hundred Fifty (150) feet South of the Northwest corner of said Tract of Land measured on said West Line).

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County Clerk's Office

3944703

5/11/11
6776

Property of Cook County Clerk's Office

3944703 IN DUPLICATE

SEATTLE
MAY 11 2011
CIS/RS

Submitted by _____
Address _____
Promised _____
Deliver certificate to _____
Address _____
Dinner duplicate trust
Send to _____
Address _____
Municipal _____

ALLEGEDLY

3944703

ATTORNEYS TITLE
PROPERTY RECORDS
2011
MAY 11 2011

0 5 9 . 4 2 0 0

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED DECEMBER 15, 1990 UNDER TRUST NO. 105551

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 105551 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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