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P.N.T.N.

MUST HAVE REWARDING

DETAILS ADDED PRIOR

TO RECORDED DETAILS TO

COME FROM NEW MORTGAGE

FOR \$2,100,000.00 ONE

4

REWARD.



Doc#: 0402126305
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/21/2004 01:10 PM Pg: 1 of 5

THANKS.

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ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT



Commitment No: _____ Date: _____

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing ATTORNEYS' TITLE INSURANCE FUND, INC. to issue the subject title policies.

STATEMENT OF SELLER(S) AND PURCHASER(S)

the seller(s) and purchaser(s) certify that, to the best of their knowledge and belief:

1. No contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
2. No unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions;
3. That there are no unrecorded contracts, deeds, mortgages, leases or options affecting the subject property, except as follows:

4. That the only occupants of the subject property are the sellers or purchasers. (If other than sellers or purchasers, give names and interest held.)

STATEMENT OF MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited, and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

INDIVIDUALS/BENEFICIARIES OF TRUSTS

Seller(s)

(Seal)
_____ (Seal)

CORPORATIONS

IN WITNESS WHEREOF, _____
_____ has caused these presents
to be signed by its _____

President and attested by its _____
_____ Secretary under its corporate
seal on the above date.

By _____
President

ATTEST: _____
Secretary

INDIVIDUALS/BENEFICIARIES OF TRUSTS

Purchaser(s)

(Seal)
_____ (Seal)

CORPORATIONS

IN WITNESS WHEREOF, _____
_____ has caused these presents to
be signed by its _____

President and attested by its _____
_____ Secretary under its corporate
seal on the above date.

By _____
President

ATTEST: _____
Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Dated _____

Signature _____

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SUBORDINATION OF LIEN
TRUST DEED to mortgage
~~or another trust deed~~
Form 82 R 6/98

P.N.T.N.

This instrument prepared by:

Douglas G. Shreffler
4653 North Milwaukee Ave.
Chicago, IL 60630

The above space for Recorders use only

WHEREAS, KENMORE DEVELOPMENT, LTD.
as mortgagor by trust deed dated October 1, 2002 and recorded in the Recorder's
Office of Cook County, Illinois, on October 30, 2002 as Document 0021199306,
did convey unto CHICAGO TITLE LAND TRUST COMPANY, a Corporation of Illinois, as
TRUSTEE certain premises in Cook County, Illinois, described as follows:

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

to secure a note for Four hundred seventeen thousand five hundred (\$417,500) Dollars
with interest payable as therein provided; and

WHEREAS, KENMORE DEVELOPMENT, LTD., as mortgagor by a Document,
dated 12/08/03 and recorded in said Recorder's Office on
as Document number , did ~~convey~~ mortgage to
ALBANY BANK & TRUST COMPANY, N.A. 48
the said premises to secure a note for Two million one hundred thousand Dollars
with interest, payable as therein provided; and (\$2,100,000.00)

WHEREAS, upon direction of the holder of the note secured by said trust deed, trustee
wishes to subordinate the lien of the trust deed first described to the lien of the instrument
secondly described.

NOW THEREFORE, in consideration of the premises and of the sum of TEN DOLLARS
(\$10.00) in hand paid, the said CHICAGO TITLE LANDTRUST COMPANY does hereby
covenant and agree with the said Secured Party secondly herein described that the lien of
the note secured by said trust deed first described shall be and remain at all times a ^{third} ~~second~~
~~and~~ lien upon the premises thereby conveyed subject to the lien of the instrument recorded
as document number

IN WITNESS WHEREOF, Said CHICAGO TITLE LANDTRUST COMPANY, as Trustee as
aforesaid, has caused these presents to be signed by its Assistant Vice-President, and
attested by its Assistant Secretary, and its corporate seal to be hereto affixed,

SEE BACK

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by

Assistant Vice-President

Attest:

Assistant Secretary

Date: DEC 09 2003

CHICAGO TITLE LAND TRUST COMPANY

as Trustee as aforesaid

Property of Cook County



State of Illinois
County of Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LANDTRUST COMPANY, Grantor, 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 therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed 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.

Date DEC 09 2003

Notary Public

[Signature]

Mail to:

Joseph Saccone
A. Saccone & Sons
6310 N. Cicero Avenue
Chicago, IL 60646

DIANE E. DZIEWICZ
Notary Public, State of Illinois
My Commission Expires 4/24/04

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PARCEL 1: Lots 5 and 6 and the West 16 feet of the North 16 feet of Lot 1 in A.T. Galt's Sheridan Road Subdivision in the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 814-826 W. Sunnyside, Chicago, IL. 60640
PIN# 14-17-223-017-0000

PARCEL 2: The East 35 feet of the West 40.865 feet of Lot 12 in H.J. Wallingford's Subdivision of 15 rods South of and adjoining the North 95 rods of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 823 W. Windsor, Chicago, IL. 60640
PIN# 14-17-223-008-0000

PARCEL 3: Lot 6 in Bletsch's Resubdivision of Lots 11 and 12 (except the West 40.865 feet of Lot 12) in H.J. Wallingford's Subdivision of 15 rods South of and adjoining the North 95 rods of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 819 W. Windsor, Chicago, IL: 60640
PIN# 14-17-223-009-0000