MAR19 62-90-619 D

.22 658 998

This Indenture, made at Chicago, Illinois, this 5th

March day of

between. James Drake and Marguerite E. Drake, his wife, of West Bloomfield, Michigan

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee.

Witnessein:

Whereas, the said James Drake and Marguerite E. Drake, his wife

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hereinafter callou the Maker(s), and justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the conflicate thereon of the Trustee, bearing even date herewith, psyable to bearer, and delivered, which note is for the sum of ----FIFTY THOUSAND AND NO/100ths-----

and is due and payable as ollows: In installments as provided in said note, with final payment of principal and interest due, if not sconer 💍 May .1 , 1999 pald on

To further secure the chilp aton, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each To further secure the "bir ..." the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing June 1 , 19 -74, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate ta es, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the pyment levies or insurance bills, or attend to the pyment levies or insurance bills, or attend to the pyment in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when less ad shall be in excess thereof. If the funds so deposited exceed the amount required to pay assessment levies or insurance bills when iss act analy he in excess thereor. If the funds so deposited excess the amount required to pay such taxes and assessments (general and special) if your year, the excess shall be applied on a subsequent deposit or deposits, in event of a default in any of the provisions contained in this t, ast devel or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time or apposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. Yhen the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mo. or sec promises.

The Note secured by this Trust Deed is subject to properly and in accordance with the terms thereof.

Interest, said note bears interest from May 1, 1974 multi maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States r. At rerice at the office of the Continental lilinois National Bank and Trust Company of Chicago, Chicago, Illinote, or at such place as the legal he der thereof may from time to time appoint in writing.

Natur. Cherefore, for the purpose of securing the payment of the private and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and a further consideration of the sum of one delign (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustor the following described real estate situated in the County of the Cook the contained and State of Jilinois, to wit:

Lot 36 in Northbrook Knolls, a Resubdivision in the North West quarter of Section 9, Township 42 North, Range 12, West quarter of Section 9, Township 42 North, Range East of the Third Principal Meridian, in Cook County

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evident valuation to desti-

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether eingle units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, turnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement new or horeafter standing on said land, it being expressly understood and agreed by the partics hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are horeby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of those items of property together with eald real estate, and improvements thereon, are hereinaster referred to herein as the "premises" or the "mortgaged property.")

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To Have and On Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

in consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedess by secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indobtodness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof; and, upon domand by the Trustee, or noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges gainst said premises, and, upon domand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) so to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a complete condition free from any ilens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises, or other liens thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any end all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the fore collection, and the payment of the payment and provided pr

essary in order that the Trustee shall at an limes have on deposit a sufficient amount to protect it against any loss or damage as aforesald.

It is further made an express con. "" n. ad covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, e.d that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the 'was of illinols, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly walved as against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other lien thereon that may be claimed by any person, it beling the intention hereof that after the filing of this instrument for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing or lien shall take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and an onto actors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby require if the encumbrance to the Agrantor's equipment of the second to the according to the second of the above provisions.

or with any parties interested therein, are hereby required to the notice of the above provisions.

As additional security for the payment of the atoresal and abstacless, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of sail industrials and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insuran to including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance, onempanies to be approved by the rustoc or not including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance, was a companied to be approved by the rustoc or not including war to the first and to the notoholdor by the usual mortgage or trustee of note to be attached to such policies; and such policies shall be doposited with the Trustoc or notoholdor. Any ronowal policion shall be deposited with the Trustoc or notoholdor not loss than 10 days before the oxy instrument of the prior policy being ronowed or replaced. In case of failure of the Grantor(s) to insure or ronow incurance as above provided, then the Trustoc or the notoholdor may procure such insurance, and the trustoc of the notoholdor to advance menoys and therefore, with insurance the rust of or the notoholdor to advance menoys and therefore, with insurance in the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustoc of the carriery and policios; and the Trustoc is hereby authorized and emphased to collect the same, with or without sult, and give receipts therefore.

and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to fixed deliver, on behalf of the insured, all necessary proofs of loss, receipts, release a, and other papers; and all insurance money received shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and "b tures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days at "b receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of a id buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with restoration or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And in the Grantor(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or notholder as it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fix to under the supersistent of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder fir the surpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) a nure'y, chall become so much additional indebtedness secured by the trust deed and shall be included in any decree of foreclosure hereo.

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In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowerer to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for decages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder mey elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upper the conditions and with the same effect as provided in the last proceding paragraph with reference to the application of insurance more system.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the indebtdness hereby secured, including the principal aum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal helder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like offect as if the same had then matured by express terms.

Upon any such broach the Grantor(e) hereby walve(e) all right to the peasession, income, and rents of said premises, and thereupon it shall be lawful for the Trustoe or notcholder, and the Trustoe or notcholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filling of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure saie, and without notice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the ten value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

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thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the not amounts remaining in his hands, after adducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items: (1) amount due upon he indebtedness secured bereby; (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as aforesald, upon the improvements upon said premises, or.(4) taxes, special assessments, water chages, and interest, ponalties and costs, in connection therewith, or any other lian or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, atterney's fees, and stenographer's fees of the complainant in such proceedings or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed be given until all such expenses, charges, and costs of suit, including trustee's, attorney's, and stenographer's fees, shall have been paid.

There are the proceeding the proceeding the trust deed and paid the title reprise or the trust of the paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of eight per cruit (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal mor sy rer alning unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Not: "hstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liabl" by of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The arar or(s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal. And bladness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and the same, and the same which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "notable" r," wherever used herein, means the holder or holders of said principal note.

The word "nc'absides," wherever used herein, means the holder or holders or said principal note.

It is expressly agreed by the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebtodness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deer e. nortgages, or notes, bonds, or other evidences of indebtodness secured by trust deed or mortgage shall be in any way changed, as a wall of which the Trustoe, mortgagee, or holder of such notes, bonds, or other evidences of indebtodness name become chargeable with the payment of such tax, then and in any such event the Grantor(s) will pay to the Trustoe or noteholder, within twenty (20) days after written notic of 1 or 3,, the amount of any such tax on the note heroby secured, and in default of such payment, the whole of the indebtodness heroby such od shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall record read to the indebtodness have an across of an amount which, when added to the interest and other charges to be paid by the Grantor (s), we wild exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further converged and acrost the various plants and other charges and appropriate and appropriate and acrost the various plants and other charges and appropriate and acrost the various plants and other charges to be paid by the Grantor (s), we will exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and of large herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure or the herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure or the herein contained, administrators, successors, and assigns of the respective parties hereto, provided always that notify a function on the helps, executors, administrators, successors, and assigns of the respective parties hereto, provided always that notify a function on the helps, over one and of the respective parties hereto, provided always that notify and on the helps, or their own gross negligence or missions continued. No delay or omission to exercise any right or power according upon any default continuing as aforesald shall impair any such right or power or shall be construed to be a walver of any such default or acquiescence therein and every such right and power may be exercised from time to time as often as may be deemed expedient.

The Trustoe or the noteholder shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company C. Chicago shall be succeeded, either immediately or successively, through merger, consolidation, ilguldation, assignment, transfer of a major cortion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by y/r of y is such successorship, become Trustee herounder, with identical powers and authority, and the title to said premises shall thereupon for with and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesald, without the necessity of the younder or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed herounder, including the release of this trust deed.

The Trustee at any time acting hereunder may resign or discharge itee, or and from the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this inest amont shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee of any time acting hereun for thru and in such event and in the following order (1) Chicago Title and Trust Company, an illinois Corporation, and (2) the Recorder of Ploch of the county in which the mertgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority, and the title to said promises shall thereupon become and be vested in such successors.

if any Grantor is a corporation it hereby walves any and all rights of redemption from sale under a sy order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment could be of such Grantor, acquiring any interest in or title to the promises subsequent to the date of this trust deed.

		James Drake	_(8EAL)
THIS INSTRUMENT	WAS PREPARED BY		(SEAL)
ROBERT H. WEITZMAN 231 SO. LA SALLE ST. CHICAGO, ILLINOIS 50593		Marguerite E. Drake	LIC'AL)
			_(SEAL)
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E OF ILLINOIS 69.	public in and for	ANNE DMITH	a notary 🤅
E OF ILLINOIS 88.	public in and fo	or said County in the State aforesaid, DO HEREBY CERTIFY that the withing and Marguerite E. Drake, his wife	a notary 3
TY, OF COOK) O AKLAND	public in and fo	or said County in the State aforesaid, DO HEREBY CERTIFY that the within	a notary 3
TY, OF COOK \ \(\sigma \text{AKLAND} \)	public in and fo	or said County in the State aforesaid, DO HEREBY CERTIFY that the within	a notary
ITY. OF COOK)	public in and to James Drake personally know	or said County in the State aforesaid, DO HEREBY CERTIFY that the withing and Marguerite E. Drake, his wife on to me to be the same person(s) whose name(s) are subscribed to the same person(s).	named C
TY, OF COOK \ \(\sigma \text{AKLAND} \)	public in and for James Drake	or said County in the State aforesaid, DO HEREBY CERTIFY that the withing and Marguerite E. Drake, his wife on to mo to be the same person(s) whose name(s)are subscribed to the appeared before me this day in person, and acknowledged that they please	named C
TY, OF COOK \ \(\frac{1}{2} O AKLAND\)	public in and for James Drakes personally know going instrument and delivered the	or said County in the State aforesaid, DO HEREBY CERTIFY that the withing and Marguerite E. Drake, his wife on to me to be the same person(s) whose name(s) are subscribed to to the term of the day in person, and acknowledged that they signed to said instrument as their free and voluntary act and deed, for the uses and the same person in the same person	named C
TY, OF COOK) O AKLAND	public in and for James Drake personally know going instrument and delivered the therein set forth,	or said County in the State aforesaid, DO HEREBY CERTIFY that the withing and Marguerite E. Drake, his wife on to me to be the same person(s) whose name(s) are subscribed to to the same person and acknowledged that they algreed be said instrument as theirfree, and voluntary act and deed, for the uses and the including the release and walver of the right of homestead.	named C

UNOFFICIAL COPY RIDER ATTACH D TO AND EXPRESSLY MADE A FART OF THAT CLATAL! TRUST DEED DATED MARCH 5, 1974

EXECUTED BY JAMES (8AV3.AND MARGUERITE E. DRAKE.dvs.)IFE Mortgagors do further covenant and agree that the fill not transfer or cause to be transferred or suffer an involuntary transfer of interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secred bireby subsists, without the advance written consent of the mortgagee or is assigns, and further that in the event of any such transfer by the mortgage is without the advance written consent of the mortgagee or its assigns, the missingles or its assigns may, in its or their sole discretion, and without no ice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable. 22 658 998

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88 88 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LOAN NO. 121849 Trust Deed	Register No. 11094 Chicago, Illinois, Max. 18, 1874 The principal note described in within trust dood has this day been identified by the undersigned by an endorsement thereon. Continental Ellinois Pational Bank and Crust Company of Chicago As Trustoo,
#22558 #22558	MARGUEPALT E. DRAKE, HIS WIFE To Continental Illing is sational Bank and Grust Company of Chicago As Trustos	By Charles Officer
COON COUNTY, ALLIYONS FILED FOR RECORD RIR 19 12 46 FH 774 S. C.	CAROLE J. HARMON Continental Illinois National Bank and Trust Company of Chicago 231 South La Selio Straat Chicago 90, Illinois Continental Milinois Pational Bank and Trust Company of Chicago Chicago, ILLINOIS	22 558 998
o contract the second s	ADDRESS OF PROPERTY: 945 Hawthorne Lane Northbrook, Illinois 60062 5-08-088 8.7/71	
	OF RECORDED DOCUM	A F N T