

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 12, 1986, between THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated 08/29/84 and not personally and Francis A. Ferrone, Beneficiary

herein referred to as "Mortgagors," and ILLINOIS STATE BANK OF CHICAGO an Illinois Banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are 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 Thirty Thousand and no/100ths (\$30,000.00) Dollars, evidenced by one certain Note of the Mortgagors of \$30,000.00 made payable to Francis A. Ferrone

ILLINOIS STATE BANK OF CHICAGO in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of

ON DEMAND on the balance of principal remaining from time to time unpaid at the rate of

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; and all of said principal and interest being made payable as 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 Illinois State Bank of Chicago, 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 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

Unit Number 501-"F", in Faulkner House Condominium, as delineated on a survey of Lot 4 (except the North 53.70 feet thereof) in Chicago Land Commission Number 3, being a consolidation of lots and parts of lots and vacated alleys in Bronson's addition to Chicago and certain resubdivisions, all in the North East 1/4 of Section 4, Township 30 North, Range 14 East of the Third Principal Meridian, also providing for certain street and alley dedications, in Cook County, Illinois

REVERSE SIDE For further exculpatory provisions see Rider hereto attached which is expressly incorporated herein and made a part hereof.

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, and 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..... and seal..... of Mortgagors the day and year first above written.

The Cosmopolitan National Bank of Chicago, as Trustee and not personally. [SEAL] Francis A. Ferrone, Beneficiary [SEAL] Rose M. Trulis, Asst. Vice Pres. & Geraldine M. Wilk, Asst. Trust Officer [SEAL]

By: Rose M. Trulis Assistant Vice President Attest: Asst. Trust Officer

STATE OF ILLINOIS. I, the undersigned ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rose M. Trulis, Asst. Vice Pres. & Geraldine M. Wilk, Asst. Trust Officer respectively of The Cosmopolitan National Bank of Chicago

County of Cook who are personally known to me to be the same person, and whose names 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 12th day of September A. D. 1986.

Notary Public signature

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UNIT NO. 501F IN FAULKNER HOUSE CONDOMINIUM AS DELINIATED ON A SURVEY OF LOT 4 (EXCEPT THE NORTH 53.70 FEET THEREOF) IN CHICAGO LAND COMMISSION NUMBER THREE, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PROVIDING FOR CERTAIN STREET AND ALLEY DEDICATIONS, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THAT PORTION OF SAID LOT 4 LYING BETWEEN ELEVATIONS OF +20.10 FEET AND +32.00 FEET, CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 53.70 FEET OF SAID LOT, 24.15 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 19.80 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 7.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 5.90 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 37.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 0.70 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12.70 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 13.70 FEET TO A POINT IN THE SAID SOUTH LINE OF THE NORTH 53.70 FEET; THENCE WEST ON SAID LINE TO THE PLACE OF BEGINNING; ALSO EXCEPTING THE SOUTH 6.0 FEET OF THE NORTH 59.70 FEET OF THE EAST 16.0 FEET OF THE WEST 24.15 FEET OF SAID LOT 4, LYING BETWEEN ELEVATIONS OF +7.60 FEET AND +17.20 FEET, CHICAGO DATUM, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25280760 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

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SUBJECT TO THE RIGHTS AND EASEMENTS CONTAINED IN SAID DECLARATION OF CONDOMINIUM AND IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("HOMEOWNER'S DECLARATION") RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24917788 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. LR3085871, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION AND THE HOMEOWNER'S DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

TRUST DEED

THIS ~~MORTGAGE~~ is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, personally to pay the 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 expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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