

1985 DEC 19 AM 10:49 86607962

86607962

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

12.00

THIS INDENTURE, made December 15 19 86 between STREETERVILLE CENTER CONDOMINIUM ASSOCIATION

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

FIFTY-FIVE THOUSAND AND NO/100 -----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 15, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10% per annum in instalments (including principal and interest) as follows:

TWO THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 97/100-Dollars or more on the 15th day of January 1987, and TWO THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 97/100 Dollars or more on the 15th day of each month 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 December, 1988 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 10% 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 mortgagor 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 County of Cook AND STATE OF ILLINOIS, to wit:

SEE LEGAL ATTACHED

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, radiator 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 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.
ATTEST: [SEAL] STREETERVILLE CENTER CONDOMINIUM ASSOCIATION
[Signature] Assistant Secretary [Signature] Secretary

STATE OF ILLINOIS, I, Irene Richardson

County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marianne Iwen, Secretary and Linda Day, Assistant Secretary of Streeterville Center Condominium Association on behalf of said non-profit corporation

who personally known to me to be the same person as 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

act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 15th day of December 19 86. [Signature] Notary Public

INSTRUMENT PREPARED BY S.R. HANSEN, 332 S. WASHINGTON

86607962
INSTRUMENT INDEX No: 17-10-203-027-116

86607962

PARCEL 1:
 UNIT NO. 2410 IN STREETVILLE CENTER CONTAINED AS DEFINED ON THE SURVEY OF THE FOLLOWING: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.39 FEET ABOVE MEAN SEA LEVEL DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE 26-STORY BUILDING SITUATED ON THE PARCEL IN 1913 HAVING AN AREA OF 1,181.13 SQUARE FEET) WITHIN THE BOUNDARIES PROTECTED VERTICALLY UPWARD BY A PARCEL OF LAND COMPRISING OF LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE DAKOTA RAIL OF THE BULLDOG RAIL STANDING ON THE DIVISION LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE BULLDOG RAIL AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE WEST SURFACE OF THE FLOOR SLAB OF THE 8 STORY BUILDING SITUATED ON SAID PARCEL OF LOTS 25) AND LYING ABOVE THE BOUNDARIES PROTECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF THE EAST AND WEST SIDES OF SAID PARCEL OF LOTS 25 AND 26, ALL IN THE SUBDIVISION OF THE WEST 534 FEET OF BLOCK 24 EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF IN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO DECLARATION OF COND MINUS MEMBERSHIP NO. 3 OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR STREETVILLE CENTER CONTAINING ASSOCIATION INCORPORATED IN THE OFFICE OF THE CLERK OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26017897; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:
 SUBJECT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN FRANK R. SHILLON AND HEATON OMSLEY RECORDED IN DEED BOOK 11, PAGE 1092 AS DOCUMENT NUMBER 1715549 OR THAT PART OF LOTS 25 AND 26 IN THE ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE EAST WALL, ALL IN COOK COUNTY, ILLINOIS.

TRUSTEES: 230 EAST EIGHTH, UNIT 2410, CHICAGO, ILLINOIS 60611
 OWNER: INDEX NUMBER 17-10-203-027-1160 715759