Common Address: Unit #401 & 404 1550 North State Parkway, Chicago, Illinois

Tax Id# 17-04-210-029 101 | Land Friate | Land Fria ., 19...86., known as Trust Number : 10-1140 \_("Mortgagor") and LAKESIDE BANK, an illinois banking corporation,

WITNESSETH:

Mortgagor has executed a Term Note (the Note) dated as of the same date of this Mortgage, payable to the order of Mortgages, in the principal amount of Three Hundred Thousand and 00/100 ------Dollars (\$ 300,000,00 ) (the Principal), plus interest at the rate equal to the Variable Rate index as it varies from time to time, but in no event less than eight percent per annum. Interest on the Note shall begin to accrue on ... January 24.................., 19\_86\_and 

as its prime interest rate.

To secure payment of the indebtedness evidenced by the Note and the hereinatter defined Liabilities, Mortgagor does by these presents CONVEY, MORTGAGE and WARRANT unto Mortgagee and Mortgagee's successors and assigns, all of the Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook.

And State of titlinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments appurtenances, gas, oil, minerats, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, appare us, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, eliceration or ventiliation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awrings, stoves and water heaters, whether now on the Premises or hereafter erected installed or placed on or in the Premises, or whether or not phrocically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Life billies as between the parties hereto and all persons claiming by, through or under them.

Further, Mortgagor does not be early pledge and assign to Mortgagee, all the rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, re-enus, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent of for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, and enury and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, and enury such avails.

Further, Mortgagor does hereby expressly waive and r

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

of the State of Illinois.

This Mortgage secures a line of credit, which is available to Mortgagor. Subject to the terms of the Note, Mortgagor may from time to time borrow, repay and reportions of Principal, provided the aggregate outstanding Principal balance of the Note shall not exceed the stated Principal amount of the Note. This Mortgage secures erich and every disbursement of Principal or advance made under the Note, this Mortgage or any other loan documents delivered in connection with the Note and this Mortgage ("Loan Documents") or as permitted by law, but not to exceed at any time outstanding the maximum amount of the file libratise, which are secured by this Mortgage also saccures the obligation of Mortgage under the Loan Documents to ach ance funds from time as therein provided. The lien of this Mortgage shall remain in full force and effect as security for the obligation of the conductive funds from time to time, as provided in the Loan Documents, until this Mortgage is duly released by Mortgage. Each new a typ ing of the proceeds of this Mortgage shall relate back to the date of the proceeds of this Mortgage will be entitled to equal parity with respect to the lien of this Mortgage and shall relate back to the date of the recording of this Mortgage and lied to the date of the recording of this Mortgage in any payments applied toward this Mortgage shall be deemed a re-delivery of this Mortgage by Mortgagor to Mortgage as security for such advance. Et ch disbursement of the proceeds of this Mortgage shall be made to Mortgagor, or any of them, or a person or party designated by Mortgagor.

Further, Mortgagor covenants and agrees as follows:

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2288 South Martin Luther King Drive, Chicago, Illinois 60816 ("Mortgagee").

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien, unless of lien vise permitted in advance in writing by Mortgages; (o) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (a) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (i) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such afterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special assessments, water charges, drainage charges, sever service charges, and other charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagoe duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereund it is dragagor shall pay in full prior to such tax, assessment or charge becoming definquent under protest, in the manner provided by statute, and the passessment or charge which Mortgagor may desire to contest.
- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgage, which assignments shall be in form and robatance satisfactory to Mortgagees, Mortgager shall not procure, permit nor accept any prepayment of any rent nor release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's prior written consent.
- 4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminant comain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any pirit hereof may be applied by Mortgagee, after the payment of all of its expenses, including costs and attorneys fees, to the reduction of the invertering secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittance end of appeal from any such
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of a lay such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 8. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Mortgagee, including without limitation, flood damage, where Mortgagee is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the Principal amount of the Note; all policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be loss or damage, to Mortgagee. Each insurance policy shall contain a lander's loss payable clause or endorsement. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal and/or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lies nor other ties or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises or the lien hereor, plus reasonable compensation to Mortgagee for each matter concerning which herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note, inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the Part of Mortgagee.

  8. If Mortgagee analyses are appreciated by this Mortgage relation to taxes assessments charges or appreciations.
- 8. If Mortgages makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgages may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- etatement or estimate or into the validity of any 15x, assessment, sale, forfeiture, tax lien or title or claim thereof.

  9. Upon Default, and when the Default becomes known to an elected or appointed officer of Mortgagor, at the sole option of Mortgagor, the Note and any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagor including attorneys' fees and expenses incurred in connection with this Mortgago and all expenses incurred in the enforcement of Mortgagor's rights in the Premises and other coats incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgagor means any one or more of the events, conditions or acts defined as an event of default in the Note, including but not limited to the failure of Mortgagor to comply with or to perform any representation, warranty, term, condition, coverant or agreement contained in this Mortgago, the Note or any instrument securing any Liabilities. Mortgagor and obtain advances of the proceeds of this Mortgagor by submitting drafts for payment to Mortgagor. Subject to the terms of the Note, this Mortgago and the Loan Documents, Mortgagor has an obligation to honor any draft secured by this Mortgagor, which obligation shall continue in full force and effect until a Default has occurred and is actually known to an elected or appointed officer of Mortgagor's records.

NOTWITHSTANDING ANY O HELL TO US ON CETTH'S MORTA AGE. THAN OF BOTH ANY OCCURE TO WHICH SECURE OR ARE DELIVERED IN YOUNG THE HOTE, UPON THE COLFRENCE OF A DEFAULT MORTGAGE SHALL REFUSE TO HONOR ANY DRAFTS PRIS IN TO TO BE AIM I ISBURGEMENT SOF PRINCIPAL IFMORT! A GOR CURES THE DEFAULT WITHIN TO AYS OF RECEIPT BY AN ELECTED OR APPOINTED OFFICER OF MONTGAGE OF MOWILES BE THE OCCURRENCE OF THE DEFAULT. MORTGAGE HALL HONOR SUBSEQUENT DRAFTS PRESENTED TO OBTAIN DISBURSEMENTS OF PRINCIPAL PROVIDED: (1) MORTGAGEE HAS RECEIVED AN ENDORSEMENT TO THE TITLE INSURANCE POLICY INSURING THIS MORTGAGE, WHICH INSURES THAT NO LIENS, ENCUMBRANCES OR OTHER ADVERSE MATTERS AFFECTING TITLE TO THE PREMISES HAVE INTERVENED BINCE THE RECORDING OF THIS MORTGAGE, (2) MORTGAGOR COMPLIES WITH ANY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO EXECUTION AND RECORDING OF ADDITIONAL DOCUMENTS, THAT THE TITLE COMPANY SHALL ARE OURSELD AND ALL SUBSEQUENT DRAFTS, AND (3) PRIOR TO MORTGAGE HONORING ANY SUBSEQUENT DRAFTS AFTER THE DEFAULT HAS BEEN CURED, MORTGAGE OR AS PAID MORTGAGES FOR THE COST OF THE ENDORSEMENT TO THE TITLE POLICY, PLUS A \$100.00 REINSTATEMENT FEE AND ALL OTHER COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ASSOCIATED WITH MORTGAGEE'S OBTAINING AND APPROVING THE ENDORSEMENT AND CONTINUATION OF INSURANCE UNDER THE FILE POLICY.

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10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or transfer of occupancy or possession of the Premises or any part thereof, or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgages.

any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Liabilities" means all obligations of Mortgager to Mortgagee for payment of any and all amounts due under the Note and of any indebtedness, or contractual duty of every kind and nature of Mortgager or any quarantor of the Note to Mortgagee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, including renewals and extensions of the Note and any other indebtedness, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct ioan or as collateral, or otherwise. Labilities includes all of the indebtedness or contractual duties of partnerships to Mortgagee created or arising while Mortgager or any guarantor of the Note may have been or may be a member of those partnerships. The term "Liabilities" includes a special debt of \$10.00, which represents the initial debt secured by this Mortgage. Except as provided herein, no payments of the Liabilities in credits from Mortgages to Mortgager shall in any way be applied to this special debt of \$10.00. This special debt of \$10.00 shall bear no interest. This special debt of \$10.00 and not be extinguished by execution and delivery by Mortgagee to Mortgager of a formal release or satisfaction of this Mortgage and the adversald special debt of \$10.00 shall feel of this Mortgage alive at all times until such a release is executed and delivered by Mortgagee; in the event that an error (ciercial, computer or otherwise) in Mortgagee's records reflects the outstanding balance of this Mortgage is executed and delivered by Mortgagee, Inthe event that and the aloresaid special debt of \$10.00 shall fremain until a formal release or satisfaction of this Mortgage is executed and delivered by Mortgagee. In the event in a formal release or estimated in the line of this Mortgage. Notwithisti

(\$1,500,000.00), including the Note and all sums due under this Mortgage.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage, there shall be slowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense vidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure sull or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expended ure and expenses eminioned in this paragraph shalf become additional indebtedness accured hereby and shalf be immediately due and payable, with interest and expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate or bank upicy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage whether or not actually con meliced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually con meliced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actual

hereol, whether or not actually of the second of the secon

16. No action for the enforcement of the lien or of any plovision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the illor.

18. Morrgages shall have the right to inspect the Premises at a irrasonable times and access thereto shall be permitted for that purpose.

17. Mortgages shall release this Mortgage by a proper release on written request of Mortgagor and upon payment in full of the Note and all Liabilities.

18. This Mortgage and all provisions hereof, shall extend to and biblinding upon Mortgagor and upon payment in full of the Note and all Liabilities.

18. This Mortgage and all provisions hereof, shall extend to and biblinding upon Mortgagor and upon payment in full of the Note or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons liable for the primate the full of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The singular shall ir clud, the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgage" includes the successors and assigns of Mortgage.

21. This Mortgage is executed by the undersigned, not personally, but as Trustee in the axtricts of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is psyable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collaters! or guaranty from time to time securing payment, needs no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Mortgage or the making, issue or "conster thereof, all such personal liability of said Trustee, if

WITNESS the hand	and seal	of Mortgagor the day and year set forth above.	
1		<b>10</b> .	
		Lakeside Bank	
}		As Trustee Under A Trust Agreement Dated January 15, 1986.	
,		, and known as Trust No	
		AND NOT PERSONALLY	
		m James T. Collers	
		WVice President-Trust Officer	
	7.1	PTEST: July 1 te	
	Α.	(is: Assistant Secretary	····
TATEMENT OF ILLINOIS )		Assistant decreatif	
OUNTY OF COOK		_	
L Eva	M. Ayala	, a Notary Public in and for said County, in the State aforesaid, de	hereby certify
<sub>lai</sub> James T. Collin		od Lakeside Bank	
<u> Illinois Banking</u>		(corporation) Make Make Make Make Make Make Make Make	
		) Marsociation) personally known to me to be the same persons whose names are su	
		st Officer and Assistant Secretary	
		ledged that they signed and delivered the said instrument as their own free and volu as Trustee, for the uses and purposes therein set forth; and the said Assist:	
• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	as trustee, for the case and purposes therein set forth, and the said	
		n) to said instrument as his own free and voluntary act, and as the free and volunt	
orporation) (Assault (Bally) as Trustee,			
Given under my hand and notaria	il sesi this 24th	day of January	, 19_86
		My Commission Expires Feb. 15, 1989	

DOCUMENT PREPARED BY Stan Bochnowski AND MAIL TO: LAKESIDE BANK 2268 SOUTH MARTIN LUTHER KING DRIVE CHICAGO, ILLINGIS 80618

Form 83-665 Nankfurms, Inc. 6/62

AKESIDE BAN 2260 MARTIN LUTHER KING DR. CHICAGO, ILLINOIS OF

# UNOFFICIAL COPY

RIDER TO MORTGAGE ("Mortage")

DATED AS OF January 24 , 1986, EXECUTED BY

Lakeside Bank , AS TRUSTEE

UNDER A TRUST AGREEMENT DATED January 15 , 1986,

KNOWN AS TRUST NO. 10-1140 ("Mortgagor") AND

IN FAVOR OF

LAKESIDE BANK, An Illinois Banking Corporation

2268 SOUTH MARTIN LUTHER KING DRIVE

CHICAGO, ILLINOIS 60616 ("Mortgagee")

This Rider is entered into by Mortgagor and Mortgagee and is incorporated by reference into and shall re-considered part of the Mortgage. All capitalized terms in this Rider shall have the same meaning that such terms have in the Mortgage. In the event there is a conflict with or inconsistency between the provisions contained in this Rider and the provisions contained in the Mortgage, then the provisions contained in this Rider shall supersede and control the provisions contained in the Mortgage. The Mortgage is amended by inserting the following as the fifth sentence of the first paragraph of the Mortgage:

"Interest shall accrue at the rate of two percent per annum in excess of the Variable Rate Inde. It varies from time to time, for any calendar month during which the undersigned fails to maintain a Money Power Account with the Mortgagee with an average daily available balance on deposit for that respective calendar month equal to at least fifteen percent (1.5%) of the average daily disbursed and unpaid Principal balance or that respective calendar month."

Lakeside Bank

As Trustee Under A Trust Agreement Dated

January 15, 19 86, and known as Trust

No.10-1140 AND NOT PERSONALLY

By: John J. College

This Vice President-Trust Officer

ATTEST: John J. College

Its: Assistant Secretary

## **UNOFFICIAL COPY**

LAKESIDE BANK
2368 MARTIN LUTTER K. T. COLLOS
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Attached to and forming a part of this derignee dered January 24, 1986 between Lakeside Bank as Trustee under Trust No. 10-1140, dated January 15,1986 and Lakeside Bank.

Permanent Tax ID # 17-04-210-029-1013 17-04-210-029-1016
Property Address: Units 401 & 404, 1550 North State Pkwy, Chicago, II

#### \*\*\*PARCEL 1:

Unit Number 401 as delineated on Plat of Survey of the following described Parcel of real estate (hereinafter referred to as Parcel):

Lots 1, 2, 3, 4 and 5 in the subdivision of Lot A in Block 1 in the subdivision by the Catholic Bishop of Chicago of Lot 13 in Bronson's Addition to Chicago, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat recorded in Book 15 of Plats, Page 34, in Cook County, Illinois, which Plat of Survey is attached as Exhibit 'A' to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated August 4, 1977 and known at Trust Number 40972, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 24130105, together with an undivided 2.64970 percant interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Plat of Survey) all in Cook County, Illinois.

#### PARCEL 2:

Unit Number 404 as delinested on Plat of Survey of the following described Parcel of real estate (hereinafter riferred to as Parcel): Lots 1, 2, 3, 4 and 5 in the subdivision of Lot A in Block 1 in the subdivision by the Catholic Bishop of Chicago of Lot 13 in Bronson'. Addition to Chicago, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded in Book 15 of Piecs, Page 34, in Cook County, Illinois which Plat of Survey is attached as Exhibit C to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a national banking association as Trustee under Trust Agreement dated August 4, 1977 and known as Trust Number 40972, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 24130105, together with an undivided 1.03684 parcent interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Plat of Survey) in Cook County, Illinois.\*\*\*

LAKESIDE BANK 2268 MARTIN LUTHER KING OR. CHICAGO, ILLINDIS 60616

### **UNOFFICIAL COPY**

PARTIE OF THE PARTIE OF THE PROPERTY OF THE PARTIES Property of County Clerk's Office CHICAGO, ILLINOIS COOLS OF.