CB) W4173

THIS INDENTURE WITNESSETH: That the undersigned Alan J. Luber and Nancy L. Luber,

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marrie	d to	each.	other_

of the City of Oak Forest hereinalter referred to as the Mortgagor, does hereby	Mortgage and Warrant to	
First State Bank of Alsip, 11346 S	outh Cicero Avenue, Alsip, IL 6	0658

a corporation organized and existing under the laws of the State of Illinois hereinafted referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

See attached legal description which is attached to and made a part of this Document

as Exhibit "one".

Property convolly known as: 4344 West 45th Street, Chicago, IL 60609 Permanent Inde: Number: 19-03-400-024-0000

Exhibit "one". This legal description is attached to and made a part of Mortgage Nocument to:

Air, J. Luber and Nancy L. Luber, Married to each other
Dated March 18, 1987

THAT PART OF JUL OF "S" IN THE CIRCURT COURT PARTITION OF THE SOUTH 1/2
AND THAT PART OF JUL NOTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND
HIGHIGAN LANAL MISSIVE OF SECTION 3, TUNNSHIP 36 NORTH, RANGE 13 EAST
OF THE THIRD PRINTIP/L HERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT
COURT PARTITION RECOUDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY,
ILLINOIS, IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 2897 AS DOCUMENT
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ILLINOIS, IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 2897 AS DOCUMENT
IN BOOK 64 OF PLATS PAGE 44 ON APRIL 29, 2897 AS DOCUMENT
AUMO SAID PAGE 44 ON APRIL 20 A LINE OF SAID SECTION 3; THEME NOTH
AUMO SAID FARALLEL LINE TO 18 STEEPS AND ALL LINE OF APOINT 24-39 FEET
REST OF SAID MORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE WEST
ALUNG LAST DESCRIBED FARALLEL LINE OF SECTION 3; THENCE WEST
ALUNG LAST DESCRIBED FARALLEL LINE OF SECTION 3; THENCE WEST
ALUNG LAST DESCRIBED FARALLEL LINE OF SECTION 3; THENCE WEST
AST OF SAID MORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE PAGE 40 ON A LINE PAGALLEL LINE OF SECTION 3; THENCE PAGE 40 ON A LINE PAGALLEL LINE OF SECTION 3; THENCE PAGE 50 ON THE ABOUTH CENTER LINE OF SECTION 3; THENCE PAGE 50 ON THE ABOUTH CENTER LINE OF SECTION 3; THENCE PAGE 50 ON A LINE PAGE 51 ON A POINT OF SECTION 3; THENCE PAGE 50 ON A POINT OF SECTION 3 ON A POINT OF THE SECTION SHOW OF THE SAID
MORTH LINE OF SECTION 3; THE NORTH EAST COUNTER EXTENDED

MORTH AND SOUTH CENTER LINE

08579

upon request, with the outgings or supparer receipter intuated upon said premises against loss or damage by fire,

(3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,
lightning, windstorm and such other heastels, including liability under they experied against, under policies
barrards not now contemplated, as the Mortgagee may resonably require to be insured against, under policies providing
or to pay the insurance companies of moneys sufficient through such against under policies the same
or to pay in full the indebtedness secured hereby, in such companies, through such agents or repairing the same
or to pay in full the indebtedness secured hereby, in such companies, through such agents or repairing the same
or to pay in full the indebtedness secured hereby, in such companies, through such agents or repairing the same
see find the indeptedness secured hereby, in such companies, through such agents or repairing
to pay the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee
as its interest may appear.

(1) To pay immediately when due and payable all general taxes, special taxes, apecial assessments, water charges, service charges and other taxes and charges against aniquently, including those heretolore due, (the monthly payment provided by taid note in anticipation of such taxes and charges to be applied thereto), and to cluminh the blootgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or heretor.

## A. THE MORTGAGOR COVENANTS:

To secure performance of the other agreements in said note, which are hereby incorporated berein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated sames takes, assessments, insurance premiums and other charges upon the mortgaged premiues. And to secure possible future advances as hereinalester provided and to secure the performance of the Mortgagot's covenants herein contained.

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Net 1811-181 Apr nomen commercial with April 181 and no by the Mortgagor in lavor of the Mortgagere, bearing even date berewith in the sum of TO HAVE AND TO HOLD all of said property unto said Mortgage; forever, for the uses herein set forth, free from Mortgages and benefits under the Montgages does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgages cridenced by a note made

all appearance, with all buildings, improvements, lixture, or appearements now or hercalter erected thereon, including all appearance, the controlled, used to supply heat, gas, and consistent of equipment, fixtures or stricks, whether in a night miss on controlled, used to supply heat, the controlled, used greater, itely; power, religivation, vivillation of optimizes and with the controlled of a part of leasers to curring and window abades, atom doors and window abades, atom of controlled to be a part of said about the curring and window abades, and about the controlled to be a part of said reacter to think an about the controlled to be a part of said reacter to physically circled thereto or not); and abo together with all controlled to be a part of said reacter to physically circled thereto or not); and about seed of said received premises which an benefit assistance, insured and set over the blongage. Partition of the control of the cont

(1) That in the case of failure to perform any of the covenance bettern, the Mortgagee may do on the Mortgager all everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hersel the Mortgager will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purpose such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mort of the incontained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any activities and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness under then the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) shove, or for either purpose;

under the terms of this mortgage for the purpose;

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other liem or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor shandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and witinout affecting the lien hereby croated or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee, upon default in any covenants of this mortgage or on any payments on the obligation which it secures, may also immediately take possession of said premises, collect the rents, secure tenants, and maintain said premises in any manner necessary until foreclosure asks and during the period of redemption, if any there may be, and may also immediately proceed to foreclosu this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filled may at any time, and whout notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and ren' m' to collect the rents, issues and profits of said premises during the periodecy of such foreclosure swift and upon foreclosure) of said premises, there shall be allowed and included as an additional i

which may be paid or incurred by or on behalf of the Mortgagee and decined by the Mortgagee to be reasonably necessary either to prosecute such suit of the evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which devested amounts together with interest as horein provided shall be immediately due and either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the freelosure hereof after the secural of the right to foreclose, whether or not actually plated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premise, there shall first be paid out of the proceeds thereof all of the aforesaid items.

IN WITNESS WHEREOF, the unders med have hereunto set their hands and seals this 18th March (SEAL) Man J. Luber STATE OF ILLINOIS COUNTY OF COOK a Notary Public in and for said county, in the State aforesaid, Raymond E. Wentler Alan J. Luber and Nancy L. Luber, Married to each other DO HEREBY CERTIFY that \_ personally known to me to be the same person(s) whose name(s) (is) (are) succeived to the foregoing instrument, appeared e this day in person and acknowledged that they ... si ned. realed and delivered the said instrument as Cheir free and voluntary act, for the uses and purposes therein r forth, including the release and waiver of the right of homestead. April. GIVEN under my hand and Notarial Scal, this \_18 . A. D. 19\_87\_\_ day of \_ E. Werdin 7. 1988 August 20. ion Expires .. MORTGAG

PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93
FEET EAST OF SAID MORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE
SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID
MORTH LINE OF WEST 45TH STREET, THENCE EAST ALONG SAID MORTH LINE OF
WEST 45TH STREET TO THE POINT OF BEGINNING, THE FOREGOING DESCRIPTION
18 BASED UPON THE FOLLOWING DEFINITIONS: THE WEST ASTH STREET 18
DEFINED AS A STRIP OF LAND LYING IN LOT "B" OF THE SUBDIVISION RECORDED
IN BOOK 67 OF PLATS, PAGE 44, ON APRIL 29, 1897 AS DOCUMENT 2530529,
WHICH 15 66 FEET IN WIDTH EXTENDING WESTERLY FROM A STRAIGHT LINE
PARALLEL TO AND 1008.93 FEET EAST OF THE MORTH AND SOUTH CENTER LINE OF
SECTION 7, BEING THE EAST LINE OF SOUTH TRIPP AVENUE EXTENDED
MORTHERLY, TO A STRAIGHT LINE PARALLEL TO AND 473.07 FEET WEST OF SAID
NORTH AND SOUTH CENTER LINE OF SECTION 3, THE SOUTH LINE OF SAID STRIP
IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF SAID EAST AND

This Indenture, Made this 6th day of April 3 7 & D	. 19_67
between LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois,	as Trustee
under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said	Bank in
pursuance of a trust agreement dated the 11TH day of Kovember	·
1986, and known as Trust Number 111741, party of the first Giragosian	
Van/and Hary Therese Giragosian parties of the sec	ond part.
(Address of Grantee(s) 14506 Valleyview Drive	
Orland Park, Ill. 50462	
WITNESSETH, that said party of the first part, in consideration of the sum of	12
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and other good and valuable considerations in hand paid, does hereby grant, self and convey a	unto Curl
parties of the second part, not as tenants in common, but as joint tenants, the following of	desambed 🗦 🖔
real estate, situated in Cook County, Illinois, to wit being	
Lot 18/Block 5 in Pinewood East Unit VI/a subdivision in the North Half of Section 7, Township 36 North, Range 12 East of	
the third princip 11 Merdian, in Cook County, Illinois	
19	
1987 APR 21 AH II: 13 7 87208580 1 1 2 2 2	

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together with the tenements and appurtenances thereunto be origing Permanent Real Estate Index No. 27-07-200-001

TO HAVE AND TO HOLD the same unto said parties of the ground part not in tenance common, but in joint tenancy, and to the proper use, benefit and be loof of said parties of the second part forever.

This Deed is executed pursuant to and in the exercise of the power and authority graund to and vested in said Trustee by the terms of said Deed or Deeds in Frust delivered to said Yrustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written

ATTEST:

## LaSalle National Bank

as Trustee as aforesaid.

This instrument was prepared by:

William R. Dillon

La Salle National Bank Real Estate Trust Department 135 S. La Salle Street Chicago, Illinois 60690

## **UNOFFICIAL COPY**

STATE OF ILLINOIS COUNTY OF COOK	ss:		
I,	Rosemary Collins	a Notary Pu	blic in and for said County,
in the State aforesaid, I	O HEREBY CERTIFY that	WILLIAM.	R KRUSAA
Assistant Vice President	of LA SALLE NATIONAL	BANK, and	iam H. Dillen
Assistant Secretary the subscribed to the foregrespectively, appeared be said instrument as their the uses and purposes the that he as custodian of the subscriber in the subs	ereof, personally known to going instrument as such A- before me this day in person own free and voluntary act, a crein set forth; and said Assistate corporate seal of said Bankree and voluntary act, and as	me to be the same assistant. Vice Preside and acknowledged the line and votant Secretary did also k did affix said corpo	ent and Assistant Secretary nat they signed and delivered pluntary act of said Bank, for then and there acknowledge trate seal of said Bank to said
GIVEN upder my	hand and Notarial Seal this	Cday of	ARRICA. D. 198).
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TRUSTEE'S DEED (IN JOINT TENANCY) ADDRESS OF PROPERTY	La Salle National Bank  TRUSTER  TO SALADO PACE JAN 60462	Whit To: Van - mary threed Guassim	LaSalle National Bank 135 South La Salle Street CHICAGO, ILLINOIS 60690
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