

# UNOFFICIAL COPY

89413343

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON  
One North Dearborn Street  
Chicago, Illinois 60602

**CITICORP SAVINGS**

## MORTGAGE

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone: (312) 977-5000

LOAN NUMBER 010026365

THIS MORTGAGE ("Security Instrument") is given on August 30, 1989. The mortgagor is **ROBERT A O'TOOLE, A BACHELOR**

("Borrower"). This Security Instrument is given to **Citicorp Savings of Illinois, A Federal Savings and Loan Association**, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of **FORTY EIGHT THOUSAND AND 00/100** Dollars (\$ **348,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt if not paid earlier, due and payable on **September 1, 2004**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**UNIT 401-E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ELIOT HOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25267212 AND AS FILED AS DOCUMENT NUMBER LR3134592, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX ID#: 17-04-222-062-1003

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 30TH DAY OF AUGUST 1989, A.D.

which has the address of **1255 SANDBURG VILLAGE #401** **CHICAGO**  
Illinois **60610**  
("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the Property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and all fixtures now and hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BURDENOME COVENANTS** that Borrower is lawfully seized of the estate therein and is qualified to mortgage, grant and convey the Property and that the Property is unencumbered except for the mortgage herein, its renewals and will defend generally the title to the Property against all claims and demands, subject to any existing mortgages thereon.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and is subject to certain uniform covenants by jurisdiction to constitute a uniform security instrument covering the Property.

8/20/89 9:37 AM

NOTE IDENTIFIED

9-1-89 Legal description of all above property on Certificate # 143996

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**1. Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall pay to Lender the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum "Funds" equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, the yearly leasehold payments or ground rents on the Property, if any; the yearly hazard insurance premiums, and if yearly renter's fire insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender hereby agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the Funds was made. Accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable to Lender on the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than ten business days prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges, Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Lender shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, unless Borrower, in an agreement in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, or contests in good faith the lien by or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enjoyment of the lien or forfeiture of any part of the Property, or a seizure from the holder of the lien, an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing on the realty or to be created or to be added to the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall be held in a standard mortgage escrow. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower does not answer to the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to pay the claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not be required prior to the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from claims on the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall, in the exercise of reasonable care, preserve and maintain the Property, allow the Property to deteriorate or cumulate waste. If this Security Instrument is a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** It is the intent of the parties to the Note and the agreements contained in this Security Instrument, or there is a legal proceeding that adversely affects or could adversely affect the Property, such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, that Lender may do and pay for whatever is necessary to protect the value of the Property, and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security Instrument, appointing a receiver, retaining attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, the borrower shall pay the premium required to maintain the insurance until such time as the requirement for the borrower shall pay the premium required to maintain the insurance is terminated. The borrower shall pay the premium required to maintain the insurance until such time as the requirement for the borrower shall pay the premium required to maintain the insurance is terminated. The borrower shall pay the premium required to maintain the insurance until such time as the requirement for the borrower shall pay the premium required to maintain the insurance is terminated.

**8 Inspection.** Lender or its agent may make reasonable visits from time to time to inspect the Property and the condition of the Property. Lender shall provide the borrower with a copy of any report or inspection conducted by the lender. The borrower shall cooperate in any such inspection and shall provide access to the Property. The borrower shall be responsible for any damage to the Property or to any equipment on the Property caused by the borrower or any guest, family member, or invitee of the borrower.

**9 Condemnation.** If the proceeds of any award or claim for damages, direct or consequential, arising from the condemnation, taking, or other taking of any part of the Property, or for the conversion of any part of the Property, are hereby assigned and shall be paid to Lender:

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the borrower. In the event of a partial taking of the Property, the borrower and Lender otherwise agree in writing that the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

$$\frac{\text{Fair Market Value of Property Taken}}{\text{Fair Market Value of Property Before Taking}}$$
before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to the borrower.

If the property is abandoned by the borrower or if after notice by Lender to the borrower that the condemnation offers to make an award or other claim for damages, the borrower fails to respond to Lender within 30 days after the date the notices given, Lender is authorized to collect and apply the proceeds of its option either to the restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Lender and the borrower shall execute any application for insurance or other insurance that Lender or the borrower may desire to obtain in connection with the Property. Lender and the borrower shall execute any application for insurance or other insurance that Lender or the borrower may desire to obtain in connection with the Property.

**10 Borrower Not Released; Forfeiture by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of the borrower shall not operate to release the liability of the original borrower or the borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend the time for payment or other modification of the sums secured by this Security Instrument by reason of any demand made by the original borrower or the borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

**11 Successors Bound, Joint and Several Liability, Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's obligations and agreements shall be joint and several. Any Borrower who ceases to be a party to this Security Instrument but does not exit the Property, is co-signing this Security Instrument and agrees to extend and satisfy the sums secured by this Security Instrument, and agrees that Lender and any other lender may agree to extend (jointly, jointly or make any accounting relations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12 Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest on the loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limit, and the sum is already collected from the borrower, which exceeds the permitted limit, Lender may choose to make this refund or to credit the permitted owed amount to the Note by making a direct payment to the borrower. If a refund makes permitted the extension will be treated as a partial prepayment without any prepayment charge under the Note.

**13 Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of reducing any provision of the Note or this Security Instrument which would otherwise be applicable to the sums secured by this Security Instrument, Lender shall make any amendments necessary to conform the Note and the Security Instrument to the provisions of the Note and the Security Instrument which would otherwise be applicable to the sums secured by this Security Instrument, as amended by such laws. Lender shall be permitted to amend the Note and the Security Instrument in such a way as to conform the Note and the Security Instrument to the provisions of the Note and the Security Instrument which would otherwise be applicable to the sums secured by this Security Instrument, as amended by such laws.

**14 Notices.** Any notice to the borrower provided for in this Security Instrument shall be given by delivering it to the Property address or any other address designated by notice to Lender by any method that the notice shall be given to by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given to the first class mail to Lender's address stated herein or any other address designated by notice to Lender by any other method provided for in this Security Instrument shall be deemed to have been given to the borrower when provided in the paragraph.

**15 Governing Law, Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which are not in conflict with applicable law. Lender and the borrower agree that the provisions of this Security Instrument and the Note are declared to be severable.

**16 Borrower's Copy.** Borrower shall be given one unrecorded copy of the Note and of this Security Instrument immediately after recording of this Security Instrument. Lender shall be deemed to have provided the borrower with a copy of the Note and of this Security Instrument if the borrower has signed and returned a copy of the Note and of this Security Instrument without objection to the recording of the Note and of this Security Instrument. If the borrower fails to pay these sums for a period of 30 days after the date of recording of the Note and of this Security Instrument, the borrower shall be deemed to have agreed to the recording of the Note and of this Security Instrument without objection to the recording of the Note and of this Security Instrument.

If Lender exercises this option, Lender shall provide the borrower with a copy of the Note and of this Security Instrument. However, Lender shall be deemed to have provided the borrower with a copy of the Note and of this Security Instrument if the borrower has signed and returned a copy of the Note and of this Security Instrument without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the borrower is in compliance with all sums secured by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the borrower is in compliance with all sums secured by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the borrower is in compliance with all sums secured by this Security Instrument.

**17 Transfer of the Property or a Beneficial Interest in the Property to a Third Party.** If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in the Property is sold or transferred, the borrower shall be deemed to have agreed to the recording of the Note and of this Security Instrument. However, this option shall not be exercised by Lender if the borrower is in compliance with all sums secured by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the borrower is in compliance with all sums secured by this Security Instrument.

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## CONDOMINIUM RIDER

## CITICORP SAVINGS

Loan Number 010026365

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-5000

THIS CONDOMINIUM RIDER is made this 30th day of August 1989 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure to Borrower's Note by Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 1255 SANDBURG VILLAGE #401, CHICAGO, IL, 60610 (Property Address).

The Property includes a unit in, together with an undivided interest in the common elements of a condominium project known as ELIOT HOUSE CONDOMINIUM

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration of any other document which creates the Condominium Project, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains with a financially sound insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with any proceeds due to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be necessary to insure that the Owners Association maintains a public liability insurance policy acceptable in form and amount to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, compensation or benefits payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 5.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except by abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the amendment is not for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage obtained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
ROBERT A. O'TOOLE

Borrower

Borrower

Borrower

Borrower

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NON-UNIFORM COVENANTS - Borrower and Lender hereby agree to the following:

19. **Acceleration, Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

20. **Lender in Possession.** Upon acceleration under paragraph 19, Lender or its assignee, including a trustee, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, reasonable attorneys' fees and costs of the evidence, and thereafter to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead protection in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and placed together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated herein and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Consumption Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Others (specify):

### SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Robert A. O'Toole*  
 \_\_\_\_\_  
 ROBERT A O'TOOLE -Borrower

\_\_\_\_\_ Borrower

\_\_\_\_\_ Borrower

STATE OF ILLINOIS, Cook County, Illinois

I, THE UNDERSIGNED Notary Public in and for said county and State of Illinois

Notary County that ROBERT A O'TOOLE, A BACHELOR

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of August 1991.

My Commission Expires 3/18/90

**"OFFICIAL SEAL"**  
 Theresa J. Crane  
 Notary Public - State of Illinois  
 My Commission Expires 3/18/90

*Theresa J. Crane*  
 \_\_\_\_\_  
 Notary Public

BOX #165

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89-13343

DEPT-01 TRAM 0877 09/01/89 15:51:00  
\$6643 \* -89-413343  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Z  
19174961

1989 SEP -1 PM 3:12  
CAROL MCDELEY BRAUN  
REGISTER OF TITLES

382211

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver cert. to \_\_\_\_\_

3822119  
Address \_\_\_\_\_

Deliver duplicate title \_\_\_\_\_  
Del. to \_\_\_\_\_  
Amount \_\_\_\_\_  
Notified \_\_\_\_\_

LT/14

382211917288

UNITED COUNTY TRUST CO. OF ILLINOIS  
100 WEST MADISON  
CHICAGO, ILLINOIS 60602  
ZC 700

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