

UNOFFICIAL COPY

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigeration plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appliances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said Premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or any other manner whatsoever, which are now or hereafter to be used upon said described Premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said Premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is also deemed to be a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

which property is referred to herein as the "Premises."

(See attached Exhibit "A")

NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, any obligatory future advances which are more fully described in paragraph 26 hereof and each of which shall have the same priority as any advance made on the effective date of this Mortgage, and the payment of all other sums advanced in accordance with the terms of this Mortgage, with interest at such lawful rate as may be agreed upon, Mortgagor does hereby grant, mortgage and convey upon the Mortgage, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois:

WHEREAS, John Colson ("Borrower") executed a note of an even date herewith (the "Note"), whereby Borrower is indebted to Mortgagee in the principal sum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$105,500.00), or so much of that sum as may be advanced thereunder. The terms of said Note are incorporated by reference herein.

This INDENTURE, made this 24th day of March, 1989, between LA SALLE NATIONAL BANK, not personally but 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 April 14, 1988, and known as Trust Number 113144 (herein referred to as "Mortgagor") and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Mortgagee") witnesseth:

89151084

MORTGAGE

RETURN TO BOX 49

89151084

JN. 40539 (2 of 3) MD

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mortgage that the Premises is not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

6. A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagee, or (ii) to allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (i) Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvements on the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided, however, that (i) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagee (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagee) to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagee with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other detail hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining

LR01516R

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgagee may without notice, but need not, make said payment or perform any act in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said 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 mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each

7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of rebuilding or restoring of buildings on the Premises, provided, Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the Mortgagee's clause attached to each of said insurance policies may be cancelled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

1515168

8915104

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee relating thereto, including but not limited to attorneys' fees, appraisers' fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to

10. At the option of Mortgagee, and without notice to Mortgagee, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagee shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or if there be more than one, any contract to do any of the foregoing, or in the event the owner, or if there be more than one, any owner being herein referred to as a "Beneficial Owner" shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, profits from the Premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event the Beneficial Owner is a partnership and any partnership interest therein is sold, transferred, conveyed, assigned, pledged or mortgaged without Mortgagee's prior written consent; (d) immediately in the event any proceeding by or against the Mortgagee under any bankruptcy or insolvency statute or by law shall have been instituted; (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagee or the Premises; or (f) immediately, when default shall occur in the performance of any other agreement of the Mortgagee herein contained.

Mortgagee hereby reserves the right to require Mortgagee to establish with Mortgagee a non-interest bearing escrow account for the purpose of paying general real estate taxes and insurance premiums for the Premises as the same become due. Mortgagee may require such escrow in the event of any default by Mortgagee under the Note, this Mortgage or any other instrument given as security for the Note or if Mortgagee shall fail to pay such general real estate taxes or insurance premiums prior to the last day that the same may be paid without penalty or delinquency. Such escrow shall be funded monthly by payments by Mortgagee equal to one-twelfth (1/12) of the current annual general real estate taxes and insurance premiums of such payments in order to assure that adequate funds will be available to pay such general real estate taxes and insurance premiums.

9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Mortgagee shall never be considered as a waiver of any right accruing to it on account of any matter concerning which action 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 the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagee.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

16. Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage, or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

15. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the enforcement of the lien or of any provision hereof 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 Note hereby secured.

13. Upon, or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of said Premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a mortgaged or not during the pendency of such foreclosure suit, and the Mortgagee hereunder may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, any surplus to Mortgagee, its successors or assigns, as their rights may appear

or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4801518

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

7

27. A. Mortgagor represents and warrants that: (i) Mortgagor has not used Hazardous

Substances

amount which may be advanced under the Note. accordance herewith to protect the security of this Mortgage, exceed the aggregate principal the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in Premises, or the Mortgagor is involved in bankruptcy or insolvency proceedings. At no time shall priority or validity of the Note or this Mortgage, or the Mortgagor shall not longer own the statute, law or ordinance or a decision by any tribunal which reasonably adversely affects the conjunction with the Note, or this Mortgage, or there shall then exist a federal, state, or local default under the terms of the Note, this Mortgage, or any other agreement executed in aggregate principal amount which may be advanced under the Note, or there shall then exist a unless the amount when added to the then outstanding principal balance would exceed the principal as requested from time to time for a period of 12 months from the date of the Note

26. The holder of the Note secured by this Mortgage is obligated to make advances of and purpose of this Mortgage. take such actions as Mortgagee from time to time may reasonably request to carry out the intent

25. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and

discharge is sought. signed by the party against whom enforcement of any waiver, amendment, change, modification or provision hereof be effective as against Mortgagee, except only by an instrument in writing and

24. This Mortgage shall not be amended, modified or changed nor shall any waiver of any

Mortgagor, except as otherwise provided in this Mortgage. Note secured hereby and any claim made by Mortgagee under this Mortgage or the Note secured hereby, may be compromised, withdrawn or otherwise settled by Mortgagee without notice to

23. Any action, suit or proceeding brought by Mortgagee pursuant to this Mortgage or the

the Note or any other instrument constituting security for the Note, or at law or in equity. in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under

22. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not

writing. to such other address as either the Mortgagor or the Mortgagee notifies the other party in at the address set forth below or to the Mortgagee at the Bank's main office set forth above or registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor pursuant to the terms hereof shall be in writing and shall be deemed given when personally

21. Any notice, demand, request or other communication desired to be given or required

Premises subsequent to the date of this Mortgage. decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the

20. Mortgagor hereby waives any and all rights of redemption from sale under any order or

Note shall be deemed severable. effect without reference to the conflict. In this regard, the provisions of the Mortgage and the conflict shall not affect any other provision of the Mortgage, or the Note which can be given of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such

19. This Mortgage shall be governed by and interpreted according to the laws of the State

Mortgage. Mortgage may assign all or any portion of its rights and interests under this Mortgage without the consent of Mortgagor.

68015169

UNOFFICIAL COPY

Property of Cook County Clerk's Office

This Mortgage is executed by LA SALLE NATIONAL BANK, ("Bank"), 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 Bank, 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 said Mortgagee or on said Bank personally.

C. Mortgagee shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from, or affecting the Premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

B. Mortgagee shall keep or cause the Premises to be kept free of Hazardous Materials, and, without limiting the foregoing, Mortgagee shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagee cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagee or any tenant, subtenant or occupant, a release of Hazardous Materials onto the Premises or onto any other property.

Materials (as defined hereinafter) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, refinement, transportation, production or disposal of Hazardous Materials; (ii) Mortgagee has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, refinement, transportation, manufacture, handling, production or disposal of Hazardous Materials and, to the best of Mortgagee's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" include, without limitation, any flammable or explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental law, ordinance, rule, or regulation.

PH015169

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6 0 9 1 5 1 0 0 4

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bak of LA SALLE NATIONAL BANK and Rita Sims Walter of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and

STATE OF ILLINOIS)
)SS.
(COUNTY OF COOK)

Property of Cook County Clerk's Office

By: [Signature]
Is: ASSISTANT SECRETARY

By: [Signature]
Is: ASSISTANT VICE PRESIDENT

LA SALLE NATIONAL BANK, as Trustee
and not individually

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT VICE PRESIDENT and attested by its ASSISTANT SECRETARY, the day and year first above written.

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, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the 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 any guarantor.

8915168

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011-01-01

2/21/88

89151084

89151084

COOK COUNTY RECORDER

#984371 *89-151084

TRAN 6256 04/06/89 15:00:00

\$21.00

SEP-01

P.L.N.: 17-03-207-068-1111

Chicago, IL 60611

Unit 415

950 Michigan Avenue

Address of Premises:

Attn: Ms. Sarah Clark

Chicago, IL 60603

120 S. LaSalle Street

Exchange National Bank of Chicago

Record and Return To:

Chicago, IL 60603

120 S. LaSalle Street

Exchange National Bank of Chicago

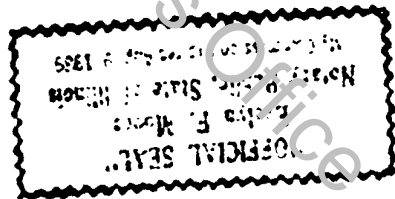
David E. Zarski

This Document Prepared By:

My Commission Expires: 8/88

Notary Public

Julie F. Stone



GIVEN under my hand and notarial seal this 21st day of March, 1988

there acknowledged that said _____ as custodian of the corporate seal of said Bank, did affix said seal and attest to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

ASSISTANT SECRETARY

UNOFFICIAL COPY

2012/11/14

2012/11/14

Property of Cook County Clerk's Office

180151084

Property of COOK COUNTY

990 North Michigan Ave.
Apt. 44D and 44E
Chicago, Illinois

Property Address:

PERMANENT INDEX NUMBERS: 17-03-207-65-1111
17-03-207-66-1115

6645240 ALL IN COOK COUNTY, ILLINOIS.
NOVEMBER 1, 1983, AND RECORDED NOVEMBER 1, 1983 AS DOCUMENT NUMBER
AGREEMENT DATED APRIL 1, 1971, AND KNOWN AS TRUST NUMBER 100765, DATED
NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST
DATED SEPTEMBER 14, 1978, AND KNOWN AS TRUST NUMBER 100049 TO LA SALLE
BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT
CREATED FOR THE BENEFIT OF PARCEL 1 BY A DEED FROM LA SALLE NATIONAL
1983, AS DOCUMENT NUMBER 26645239, AS AMENDED FROM TIME TO TIME AND AS
14, 1978, AND KNOWN AS TRUST NUMBER 100049 AND RECORDED NOVEMBER 1,
BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER
INTO AS OF NOVEMBER 1, 1983, BY THE LA SALLE NATIONAL BANK, A NATIONAL
COVERED CONDITIONS, RESTRICTIONS, AND EASEMENTS MADE AND ENTERED
BENEFITS DESCRIBED IN THAT CERTAIN ONE MAGNIFICENT HILL DECLARATION OF
ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE, AND ALL OTHER

PARCEL 2:

DECLINATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN HOSS SUBDIVISION OF
PART OF LOT 10, AND PARTS OF CERTAIN LOTS AND VACATED ALLEY LYING SOUTH
OF THE SOUTH LINE OF CERTAIN LOTS IN LAWRENCE'S SUBDIVISION OF PART OF
LOT 7, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK B IN CANAL
TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO
DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26645241 AS AMENDED
FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN
THE COMMON ELEMENTS

PARCEL 1:

UNOFFICIAL COPY

Property of Cook County Clerk's Office