

UNOFFICIAL COPY

FOR RECORDER'S INDEX PURPOSES
INSRTR. STREET ADDRESS OF ABOVE
DISCRIMINATED PROPERTY HERE

333 W Webster #2606
Kofler & Co. Ltd.

MAIL TO:



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

June 30, 1989, between PROPERTY ONE, INC.

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

\$19,000.00 (Nineteen Thousand)

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF STEPHEN GARY STEPHEN BIEL

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the day hereon the balance of principal remaining from time to time unpaid at the rate of Ten per cent per annum in installments (including principal and interest) as follows:

\$252.00 Dollars or more on the 1st day of August 1989 and

\$252.00

Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of July 1999. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of ten (10) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Michael A. Haugh, 180 N. Michigan Ave., Ste. 900, Chicago, IL 60601 in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 21 in block 44 in Chicago University Subdivision of the South 1/2 of the North East 1/4 and the West 3/4 of the South 1/2 of the North 1/2 of the North East 1/4 and the North West 1/4 of the North West 1/4 of the North East 1/4 and the South East 1/4 of the North East 1/4 and the South East 1/4 of the North West 1/4 in Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN No 20-07-219-038 Address of property: 4950 S. Wood St., Chicago, IL 60609

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate, secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or article hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

Property One Inc., A Corp. of Illinois

BY

XXXXXX President

ATTEST:

XXXXXX Secretary

STATE OF ILLINOIS, County of Cook } ss. I, MARIA FRANCESCA SPERANZA, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

XXXXXX Secretary

of said Company, 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 Company, for the uses and purposes herein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as the Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

"OFFICIAL SECRETARY AS CUSTODIAN OF THE CORPORATE SEAL OF SAID COMPANY, DID AFFIX THE CORPORATE SEAL OF SAID COMPANY TO SAID INSTRUMENT AS THE ASSISTANT SECRETARY'S OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY, FOR THE USES AND PURPOSES HEREIN SET FORTH."

MARIA FRANCESCA SPERANZA, Notary Public, State of Illinois

My Commission Expires Sept. 10, 1990

GIVEN under my hand and Notarial Seal this 20th day of October, 1989.

NOTARY PUBLIC