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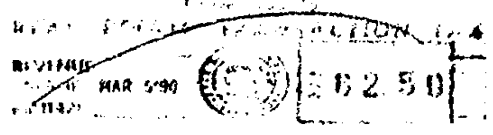
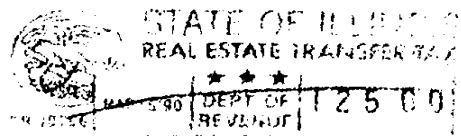
Grantor, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, duly authorized to accept and execute trusts within the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust duly recorded and/or filed and delivered to said bank pursuant to a certain Trust Agreement dated the 2nd day of December, 1976, and known as Trust Number 23244, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and quit claims to Petros Hatzipetros and Pat Hatzipetros, his wife, not as tenants in common, but as joint tenants with the right of survivorship

of 3731 N. Western Avenue, Chicago, Illinois 60618 the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

Lots 16 and 17 in Block 1 in McAuley and Elliott's Subdivision, being a Subdivision of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: general real estate taxes for 1989 and subsequent years.

Property Address: 4919-21 W. Fullerton Chicago, Illinois 60639



PIN: 13-33-203-014 and 13-33-203-015

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused this trustee's deed to be signed by its Assistant Vice President and Trust Officer and its corporate seal to be affixed hereto and attested by its Trust Officer this 19th day of February, 1990.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, and not personally.



By: Alice A. Lanham Assistant Vice President and Trust Officer

Attest: Linda Davis Trust Officer

State of Illinois) County of Cook) SS.

90101032

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alice A. Lanham, Assistant Vice President and Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, and Linda Davis, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, and for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank 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.

OFFICIAL SEAL SANDRA STEFFENS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 5-22-91

This instrument was prepared By: Linda Davis Land Trust Department The Cosmopolitan National Bank of Chicago 801 North Clark Street Chicago, Illinois 60610-3287

Given under my hand and notarial seal this 22nd day of February, 1990

Sandra Steffens Notary Public

CITY OF CHICAGO REAL ESTATE DEPARTMENT 93150

Document Number

Mail to: PETER KAMBEROS, Attorney at Law Three First National Plaza, Suite 525 Chicago, Illinois 60602

4919-21 W. Fullerton, Chicago, Illinois Street address of above described property.

RE ATTORNEY SERVICES 12319

1324

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Property of Cook County Clerk's Office

UNOFFICIAL COPY



MAIL TO
A.T.G.F.
BOX 370

BROADWAY BANK
Mortgage (Individual)

90101033

DEPT-01 RECORDING \$13.00
T#4444 TRAN 3324 03/06/90 15 21 00
#6086 # D *--90--101033
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made in Chicago, Illinois this 27th day of February 1990

Witnesseth, that the undersigned PETROS HATZIPETROS AND PAT HATZIPETROS, his wife hereinafter referred to as Mortgagors, does hereby Convey and Mortgage to Broadway Bank, a State Banking Association, having an office and place of business in Chicago, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of COOK, State of Illinois, to wit:

LOTS 16 AND 17 IN BLOCK 1 IN MC AULEY AND ELLIOT'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 13-33-203-014-0000 P.I.N. # 13-33-203-015-0000
property commonly known as: 4919 W. Fullerton Chicago, IL.

90101033

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagors Note of even date herewith in the Principal sum of SEVENTY THOUSAND AND 00/100

Dollars (\$ 70,000.00) with a final payment due on February 27, 1995 together with interest as follows, and all renewals, extensions, or modifications thereof;

Interest on the principal balance remaining from time to time unpaid shall be payable prior to default at the rate of -11.0- per cent per annum and after default at the rate of -6.0- per cent per annum.
 Interest on the principal balance remaining from time to time unpaid shall be payable prior to default at the prime lending rate of _____ (or its successors) plus _____ per cent per annum over the said prime lending rate, and after default at the said prime lending rate plus _____ per cent per annum

over the said prime lending rate, provided however, that said interest rate in no event shall be less than _____ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgagors, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus

US \$ 0.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Mortgage) are incorporated herein by reference and are part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and their seal to be hereunto affixed and attested to, the day and year first above written.

STATE OF ILLINOIS } SS
COUNTY OF Cook

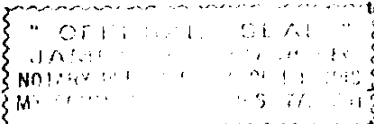
P. Hatzipetros (Seal)
Pat Hatzipetros (Seal)
Pat Hatzipetros (Seal)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that PETROS HATZIPETROS AND PAT HATZIPETROS, his wife

the above persons, personally known to me to be, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of February

Notarial Seal



90101033

James B. Stueber
Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY

4919 W. Fullerton Ave. Chicago, IL. 60639 Reference: Hatzipetros

Place in Recorder's Box MAIL TO BROADWAY BANK
No. 5960 N. Broadway
Chicago, IL. 60660

This document prepared by: G. Dennis
c/o Broadway Bank, 5960 North Broadway, Chicago, Illinois 60660

1300

UNOFFICIAL COPY

A.T.G.F.
BOX 370

ASSIGNMENT OF RENTS AND LEASES

90101034

This Assignment of Rents and Leases ("Assignment"), dated February 27, 1990, is from the following named assignors (hereinafter, collectively, "Borrower") to Broadway Bank ("Lender"), an Illinois Banking Corporation, with offices at 5960 North Broadway, Chicago, Il 60660.

118 00
101034
BOOK CASE RECORDS

PETROS HATZIPETROS AND PAT HATZIPETROS, his wife

In order to further secure the hereinafter defined "Liabilities" to Lender, Borrower does hereby sell, assign and transfer unto Lender all the rents, avails, issues and profits now due and which may hereafter become due (hereinafter collectively, "Rents") under or by virtue of any written or verbal lease (including the lease(s), if any, described in the "schedule of Leases" which, if attached hereto, is hereby made a part hereof), or any letting of, or of any agreement for the use or occupancy of the premises described on Exhibit A attached hereto (the "Premises") or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted. All such leases and agreements are hereinafter collectively referred to as the "Leases". It is the intention of the parties to this Assignment to establish an absolute transfer and assignment to Lender of all the Leases and the Rents and the Borrower does hereby appoint Lender as the undersigned's true and lawful attorney in the Borrower's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, as Lender, in its discretion, may determine, and for Lender to collect all of the Rents arising from or accruing at any time hereafter, and all now or that may hereafter become, due under the Leases and with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereof.

The Borrower represents and agrees: that no Rents have been or will be paid by any person in possession of any portions of the Premises for more than one installment in advance; that the payment of Rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the Borrower unless same is necessary for purposes of leasing the Premises and the Lender approves such reduction or discount in rent which approved shall not be unreasonably withheld. The Borrower waives any right of set-off against any person in possession of any portion of the Premises; and that Borrower will not further assign any of the Rents, without the prior written consent of Lender.

90101034

REI ATTORNEY SERVICES # 12319

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