

THIS INDENTURE, Made August 1, 1991, between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, 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 July 16, 1990 and known as trust number 11-4743, herein referred to as "First Party," and ALBANY BANK AND TRUST COMPANY N.A., as Mortgagee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Thousand and 00/100 - - - - - (\$100,000.00) - - - - - Dollars, made payable to ALBANY BANK AND TRUST COMPANY N.A., and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest at the rate ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ payment of principal and interest due on ~~XXXXXXXXXXXXXXXXXXXX~~ Demand ~~XXXXXX~~. 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 ~~XXXXXXXXXXXXXXXXXXXX~~ unless paid when due shall bear interest after maturity at the highest lawful rate 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 ALBANY BANK AND TRUST COMPANY N.A., Mortgagee, in said City.

This loan is payable in full ~~XXXXXXXXXXXXXXXXXXXX~~ if the Mortgagee demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Mortgagee is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of --- \$ of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

91 528 486

91528486

DEPT-01 RECORDING \$16.00  
14444 TRAN 4812-10/09/91 14:23:00  
42894 & D 91-528486  
COOK COUNTY RECORDER

Commonly known as 3941-57 S. Keeler, Chicago, IL

P.I.N. #19-03-201-039 and 041

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 First Party, its successors or assigns may be, entitled thereto (which are pledged primarily and on a parity with said real estate and not 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, nador 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 articles hereafter placed in the premises by First Party 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 Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in companies satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance

RE TITLE SERVICES 1 R10-295-3

NAME Prepared By: W. Baxter  
Albany Bank & Trust Co., N.A.  
STREET 3400 W. Lawrence Avenue  
CITY Chicago, IL 60625

For Recorders Index Purposes  
Insert Street Address of Above  
Described Property Here  
3941-57 S. Keeler  
Chicago, Illinois

RECORDERS OFFICE BOX NUMBER 35

16

Property of Cook County Clerk's Office

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884 884 10

91 528 486

PARCEL 1: THAT PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1893, IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET), HEREINAFTER DEFINED, WITH A LINE WHICH IS 392.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF WEST 40TH STREET (A PRIVATE STREET), HEREINAFTER DEFINED AND RUNNING THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 210.84 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH AND 210.84 FEET EAST FROM THE EAST LINE OF SAID SOUTH KEELER AVENUE, A DISTANCE OF 113.67 FEET; THENCE

NORTH EASTWARDLY ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 276.56 FEET, A DISTANCE OF 203.13 FEET TO THE POINT OF INTERSECTION OF SAID ARC WITH A LINE 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY); THENCE SOUTHWESTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 303.89 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SOUTH KEELER AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH KEELER AVENUE, A DISTANCE OF 186.41 FEET TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIBED IS BASED UPON THE FOLLOWING DEFINITIONS:  
SOUTH KEELER AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH, LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, AT PAGE 32, AS DOCUMENT NUMBER 1924571, EXTENDING FROM THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD TO A LINE WHICH IS 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE, AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY), THE WEST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1151.05 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD. THE EAST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET EAST OF THE WEST LINE OF SAID STRIP. WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND, 66 FEET IN WIDTH, LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH KILDARE BOULEVARD, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH PULASKI ROAD. THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1086 FEET NORTH OF THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD. THE SOUTH LINE OF SAID STRIP OF LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND. THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET) AND SAID NORTH LINE EXTENDED IS HEREBY DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, 465.76 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 3, 464.08 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE. THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3.

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MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3.  
THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT A AND OF LOT B IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINOIS SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571 BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET) (SAID WEST STREET LINE BEING A LINE 1151.05 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH PULASKI ROAD) WITH A LINE WHICH IS 60 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF GULF MOBILE AND OHIO RAILROAD CO (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KEELER AVENUE PRODUCED NORTH, A DISTANCE OF 24.55 FEET TO A POINT WHICH IS 37.21 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD COMPANY THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 354.85 FEET TO A POINT WHICH IS 37.76 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE THENCE SOUTH WESTERLY ALONG THE ARC OF CIRCLE, CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 197.10 FEET A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 326.37 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING AND ON SAID LINE WHICH IS 60 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY AND THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE SAID DISTANCE OF 326.87 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT A AND OF LOT B IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINOIS, SEPTEMBER 5, 1893, IN COOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET), (SAID WEST STREET LINE BEING A LINE 1151.05 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH PULASKI ROAD), WITH A LINE WHICH IS 60 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF GULF MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KEELER AVENUE PRODUCED NORTH, A DISTANCE OF 24.55 FEET TO A POINT WHICH IS 37.21 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD COMPANY; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 354.85 FEET TO A POINT WHICH IS 37.76 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 197.10 FEET, A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 326.87 FEET NORTHEASTWARDLY FROM THE POINT OF BEGINNING AND ON SAID LINE WHICH IS 60 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY; AND THENCE SOUTHWESTWARDLY ALONG SAID PARALLEL LINE SAID DISTANCE OF 326.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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THIS MORTGAGE is executed by ALBANY BANK AND TRUST COMPANY N.A., 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 ALBANY BANK AND TRUST COMPANY N.A. 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 First Party or on said ALBANY BANK AND TRUST COMPANY N.A., personally 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, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said ALBANY BANK AND TRUST COMPANY N.A., personally are concerned, the Mortgagee 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 the guarantor, if any.

IN WITNESS WHEREOF, ALBANY BANK AND TRUST COMPANY N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A., as Trustee aforesaid and not personally,

BY *Charles J. ...* Land Trust Officer  
ATTEST *Michael ...* Vice-President

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above-named Land Trust Officer and Vice-President of ALBANY BANK AND TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Land Trust Officer then and there acknowledged that said Land Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Land Trust Officer's 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.

Given under my hand and Notarial Seal this 2nd day of October 19 91

*Grace E. Stanton*  
Notary Public.



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