

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Parkway Bank and Trust Company
4800 N Harlem
Harwood Heights, IL 60656

WHEN RECORDED MAIL TO:

Parkway Bank and Trust Company
4800 N Harlem
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

Parkway Bank and Trust Company, not personally but as trustee under trust no. 10344
4800 N. Harlem Avenue
Harwood Heights, IL 60656

COOK COUNTY, ILLINOIS

FILED FOR RECORD

1992 SEP 25 AM 10:48

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED SEPTEMBER 11, 1992, between Parkway Bank and Trust Company, not personally but as trustee under trust no. 10344, underlying, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL (referred to below as "Grantor"); and Parkway Bank and Trust Company, whose address is 4800 N. Harlem, Harwood Heights, IL 60656 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated June 9, 1992 and known as Parkway Bank and Trust Company, not individually but as trustee wth/ 10344, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or altered buildings, improvements and fixtures; all easements, rights of way, appurtenances; all water, water rights, watercourses and ditch rights (including stock in addition to ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

SEE ATTACHED FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 785-787-789-791-793-795-797-799 Whispering Oaks Drive, Palatine, IL 60067.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means Whispering Oaks Development, Co., Inc.

Grantor. The word "Grantor" means Parkway Bank and Trust Company, not individually but as trustee wth/ 10344, Trustee under the certain Trust Agreement dated June 9, 1992 and known as Parkway Bank and Trust Company, not individually but as trustee wth/ 10344. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amount expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Parkway Bank and Trust Company, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated September 11, 1992, in the original principal amount of \$546,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an Index. The index currently is 8.0000% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 2.000 percentage point(s) over the Index, resulting in an initial rate of 8.0000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor; and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

this Mortgage to Lender.

Defenses of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDENMATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees of Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following taxes constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addressees. The mailing address of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, and preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the Real and Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such failure is curable and if Grantor or Borrower has been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occur with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

INDONESIA COPY

Walters and Gossenreiter, under whom no one would be deemed to have worked any longer than 10 days. No other firm has been able to match this record.

GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER LAW, THE PROVISIONS OF SECTION 18-1001(b) OR SECTION 110 WHICH LIMIT THE REMEDIES OF A CREDITOR IN THE EVENT OF A BREACH OF THIS AGREEMENT.

WILBUR W. HOMESTEAD EXEMPTION. Greater ready release and waiver of the rights and benefits of the homestead exemption laws of the State of

Lander, without notice to Grindley, may deal with Grindley's successor with reference to the Mortgage and the indebtedness by way of performance or otherwise without releasing Grindley under the Mortgagage or liability under the indebtedness.

so modified, it shall be publican and all other providers of the message in all other respects shall remain valid and noncancelable.

SAFETY, II is a class of compartmentalized protection finds any provision of this Message to be invalid or unreasonable as to any other person or circumstance. It is also, any such circumstance, which rendering the first provision invalid or unreasonable as to any other person or circumstance, it is liable to any person or circumstance.

agreements and arrangements or partnerships, it is not necessary for Lender to require the parties to enter into a formal written agreement.

needs day or for the return of learners in any category, without any written communication.

PROVISIONS OF THIS MORTGAGE. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time.

Applicable law. This Mortgagee has been delivered to Lender and recorded by Lender in the Office of the Secretary of State of Illinois. This Mortgagee shall be governed by and construed in accordance with the laws of the State of Illinois.

statement of net operating income recharged from the Property during January, provided that the Property leases all cash receipts from the Property less all cash expenditures made in connection with the operation of the

privacy of parties ought to be charged or bound by the alteration of circumstances. No alteration of circumstances, such as marriage, divorce, or death, shall affect the rights and obligations of the parties.

EXCLUSIONS. The following exclusions provide a part of the coverage:

as addresses. All copies of recordings from the holder of any key, which has previously been recorded by the original owner or other parties, specifically that the purpose of the notice is to change the

CCCS TO GRANTOR AND OTHER PARTIES. Any notice under this arrangement, including without limitation any notice of default and any notice of

Automobiles, Fees; Expenses. If under the terms of the lease, any such of action to enforce any of the terms of this Masteragreement, lessor shall be entitled to recover

Partly a right which otherwise would be demandable, compensation with initial provision of any other provision. Section by letter to plaintiff or attorney shall under

which any private sale or other disposition of the Personal Property is to made. Headquarters Notice shall remain record at head office before the time of disposition.

deepwater bays, Ledge, Bluff, or any public place on all or any portion of the Property.

OTHER REMEDIES. Under such have all other rights and remedies provided in the Mortgage or the Note or available at law or in equity.

Landlord may obtain a judicial decree restraining Grantee's interest in all or any part of the property.

The message in possession of a receiver may have value without doing a substantial amount of damage to the property of the sender. Employment by a person having a record of a previous value to the property exceeds the independent value by a substantial amount. Employment by a person having a record of a previous value to the property does not exceed the independent value by a substantial amount.

Whom message in possession. Landor shall have the right to be placed as mortgagee in possession of all or any part of the Premises from the time the Power to proceed and possess the Premises is exercised, over and above the cost of the removal of the fixtures, furniture, chattels and fittings and the expenses of the removal of the fixtures, furniture, chattels and fittings.

In the name of God, the Father and Son and Holy Spirit, Amen.
We, the undersigned, do hereby declare that we have read, by means of the above-mentioned article, the Proclamation of the Governor of Ontario, and that we have agreed to the same.

including amounts paid due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of the right, Lender may require any lessee or other user of the Property to make payment in lieu of rent or fees thereby to Lender. If the Renters are

the Uniform Commercial Code.

and sensible legislation will prevent such a disaster from occurring again.

ARTICLES AND REMEDIES ON DEFECTS. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at his option, may exercise

**MORTGAGE
(Continued)**

transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, as such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the Non created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

INTEREST RESERVE. It is understood that the Lender will, at the time when the loan is opened, deduct from the proceeds of the loan and deposit in the loan reserve account, the sum of money equal to the interest due for ONE MONTH on the entire amount of the loan.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Parkway Bank and Trust Company, not personally but as trustee under trust no. 10344

By: *[Redacted]*
Roisanne DuPass, Asst. Vice-President-Trust Officer

By: *[Redacted]*
JoAnn Kubinski, Assistant Trust Officer

ATTEST:

(Corporate Seal)

*[Redacted]
Secretary or Assistant Secretary*

92711821

This Mortgage prepared by: X

*[Redacted]
Lea M. Kovats*

CORPORATE ACKNOWLEDGMENT

STATE OF _____
) ss
COUNTY OF _____

On this _____ day of _____, 19_____, before me, the undersigned Notary Public, personally appeared Roianne DuPass and JoAnn Kubinski, Asst. Vice-President-Trust Officer and Assistant Trust Officer of Parkway Bank and Trust Company, not personally but as trustee under trust no. 10344, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By: _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

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The Trustee in executing this document SPECIFICALLY EXCLUDES paragraph _____ of this document as though it did not exist. Therein is given to the Lender an exculpation heretofore and SPECIFICALLY EXCLUDES (a) references to any environmental condition of the premises which is or will result ENVIRONMENTAL PROTECTION ACT or otherwise. The Beneficiary of this Trust, as management and control of the property and as such, has the authority on its/her own behalf to designate as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK AND TRUST COMPANY, as Trustee

*NUISANCE WASTE ON PAGE TWO IN ITS ENTIRETY.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1992 SEP 25 AM ID: 48

92711821

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CONSTRUCTION MORTGAGE
and authority contained herein and
hereinafter referred to herein and
in every instrument and document
herein or hereinafter made or executed
by either party hereto.

IT IS HEREBY AGREED by and between PARKWAY BANK AND TRUST COMPANY, a corporation organized under the laws of the State of Illinois, having its principal office at 1000 N. Dearborn Street, Chicago, Illinois, and JOHN VIELGOS, an individual, whose address is 1000 N. Dearborn Street, Chicago, Illinois, hereinafter referred to as "Lender" and "Borrower", respectively, that:

1. Lender shall loan to Borrower, on the terms and conditions set forth in this instrument, the sum of \$100,000.00, which sum shall be used by Borrower for the construction of a building at 1000 N. Dearborn Street, Chicago, Illinois.

STATE OF ILLINOIS
COUNTY OF COOK

By _____
Attest: *[Signature]*
John Vielegos

a Notary Public in and for said County, in the State of Illinois, Do hereby Certify, that:
I, *[Signature]*,
Assistant Trust Officer
of Parkway Bank And Trust Company,
same Person whose name is above written,
Officer and Assistant Trust Officer, who are personally known to me,
and that they signed and delivered the foregoing instrument, as such Vice-President, Trust
Officer and Assistant Trust Officer, in their voluntary act, before me this day in person and acknowledged
the said instrument, as a true and correct copy of the original instrument, as it stands, and that the
said Bank did affix the corporate seal of said Bank to said instrument as his 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;

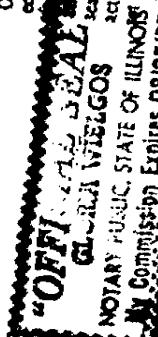
JOANN KUBINSKI
Assistant Trust Officer
of Parkway Bank And Trust Company,
same Person whose name is above written,
Officer and Assistant Trust Officer, who are personally known to me,
and that they signed and delivered the foregoing instrument, as such Vice-President, Trust
Officer and Assistant Trust Officer, in their voluntary act, before me this day in person and acknowledged
the said instrument, as a true and correct copy of the original instrument, as it stands, and that the
said Bank did affix the corporate seal of said Bank to said instrument as his 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;

S. P. E. R. B.
S. P. E. R. B.
S. P. E. R. B.
S. P. E. R. B.

17th

A.D. 19 92

[Signature]
Notary Public





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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007366071 DB

STREET ADDRESS:

CITY: COUNTY:

TAX NUMBER: 02-02-303-017-0060

026, 025, 029, 039

LEGAL DESCRIPTION:

PARCEL 1: THE SOUTH 100 FEET OF THE NORTH 700 FEET OF THE EAST 871.2 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE SOUTH 100 FEET OF THE NORTH 1000 FEET OF THE EAST 871.2 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST AND WEST QUARTER OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE SOUTHEAST ALONG THE CENTER OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 38.40 FEET TO AN ANGLE IN THE CENTER LINE OF SAID RAND ROAD; THENCE SOUTHEAST ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 4 DEGREES 24 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 16.57 FEET; THENCE NORTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 94 DEGREES 24 MINUTES 30 SECONDS TO THE LEFT WITH A PROLONGATION WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 778.86 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 127 DEGREES 23 MINUTES 30 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY TO A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 45.08 FEET NORTHWEST OF THE POINT OF BEGINNING; THENCE SOUTHEAST 45.08 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST AND WEST QUARTER LINE WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST QUARTER LINE; THENCE SOUTHEAST ALONG THE CENTER OF SAID RAND ROAD, SAID CENTERLINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION, A DISTANCE OF 38.40 FEET TO AN ANGLE IN THE CENTER LINE OF SAID RAND ROAD; THENCE SOUTHEAST ALONG THE CENTER LINE OF RAND ROAD SAID CENTER LINE FORMING AN ANGLE OF 04 MINUTES 24 MINUTES 30 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 16.57 FEET; THENCE NORTHEAST ON A LINE THAT FORMS AN ANGLE OF 94 DEGREES 24 MINUTES 30 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 49.01 FEET TO A POINT ON THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED AND THE PLACE OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 327.70 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 100.00 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 326.0 FEET TO A POINT ON THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED, SAID POINT BEING 49.44 FEET NORTHEASTERLY OF THE CENTER OF RAND ROAD ON A CURVED LINE WHICH IS CONVEX NORTHEASTERLY, HAVING A RADIUS OF 10,790.53; THENCE SOUTHEASTERLY ON SAID CURVED LINE BEING THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED A DISTANCE OF 100.01 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4: THE SOUTH 200 FEET OF THE NORTH 900 FEET OF THE EAST 871.2 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007366071 DB

STREET ADDRESS:

CITY: COUNTY:

TAX NUMBER: 02-02-203-017-0000

LEGAL DESCRIPTION:

MERIDIAN, SITUATED IN TOWNSHIP OF PALATINE, COOK COUNTY, ILLINOIS, (SAID PREMISES ALSO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, 700 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 200 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, 871.2 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF, 200 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE THEREOF, 871.2 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2 (AFORESAID, 871.2 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION); THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 416 FEET TO A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 419.88 FEET; THENCE NORTHWESTLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 159.41 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 393.15 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 157.03 FEET TO THE POINT OF BEGINNING (THE NORTH 22 FEET AND THE EAST 33 FEET AND THE SOUTH 10 FEET OF SAID PARCEL TO THE LEFT OPEN FOR USE AS ROADS), ALL IN COOK COUNTY, ILLINOIS.

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