

19/11/93



TRUST DEED

UNOFFICIAL COPY

93060031

93338577

773095

CHICAGO

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 20, 1993 between Patrick F. O'Shea and Mariellen O'Shea, his wife.

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

One hundred fifty thousand and no/100's --- (\$150,000.00) ----- DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on January 20, 1996 with interest thereon from January 20, 1993 until maturity at the rate

of - 10.00 - per cent per annum, payable ~~semi-annually~~ on the 29th day of January, 1996 and of ~~in~~

each year; all of said principal and interest bearing interest after maturity at the rate of - 10.00 - per cent per annum, and all of said principal and interest to be 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

Jack Davis in said City,

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See attached Exhibit A for legal description

DEPT-01 RECORDING 927.50
T6666 TRN 2465 05/06/93 09146100
64065 * 93-338577
COOK COUNTY RECORDER

COOK COUNTY ILLINOIS
CLERK OF COURT

93060031

CHICAGO COUNTY RECORDER
JAN 25 11 21 AM '93

DEPT-01 RECORDING 927.50
T6666 TRN 2465 05/06/93 09146100
64065 * 93-338577

93338577

93060031

Re-record to correct legal description
Mail to: Richard A. Giesbers
114 W. Washington #2000
Chicago, IL 60602

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 Mortgagors 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 thereto 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, radiator body, 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 the mortgagors or their 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 purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of _____ and seal of _____ of Mortgagors the day and year first above written.

Mariellen O'Shea [SEAL] Patrick F. O'Shea [SEAL]

STATE OF ILLINOIS, }
County of COOK } ss. SIMON EDELSTEIN
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Patrick F. O'Shea and Mariellen O'Shea, his wife,

who are personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

OFFICIAL SEAL
SIMON EDELSTEIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 3.12.95

Given under my hand and Notarial Seal this _____ day of January, 1993.

[Signature] Notary Public

2730 BMR

FOR RICHARD A. GINSBURG & PARTNERS
ATTORNEYS AT LAW

MAILED TO AND PREPARED BY: [X]

FORM OF PROTECTION OF JOHN THE BROWNER AND
LINDA BROWN FOR THE AGENTS AND INSURANCE
COMPANY FOR THE FIRST BIRTHDAY

THE JOHN THE BROWNER AND LINDA BROWN COMPANY
President

223095

93060031

17. The balance due hereunder shall become immediately due and payable upon the sale,
conveyance, transfer or assignment of all or any interest in the premises.

18. The balance due hereunder shall become immediately due and payable upon the sale,
conveyance, transfer or assignment of all or any interest in the premises.

19. The balance due hereunder shall become immediately due and payable upon the sale,
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28. The balance due hereunder shall become immediately due and payable upon the sale,
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29. The balance due hereunder shall become immediately due and payable upon the sale,
conveyance, transfer or assignment of all or any interest in the premises.

30. The balance due hereunder shall become immediately due and payable upon the sale,
conveyance, transfer or assignment of all or any interest in the premises.

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Property of Cook County Clerk's Office

11/10/2011

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UNIT NO. 51A AS DEFINED BY THE SURVEY OF THAT PART OF LOT 1A DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE WEST PERPENDICULARLY TO SAID EAST LINE, 154.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT A; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST ALONG A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID LOT 55.50 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE 7.95 FEET, MORE OR LESS, TO THE CORNER OF THE NORTH PORTION OF SAID LOT; THENCE EAST 32.99 FEET ALONG THE SOUTH LINE OF THE NORTH PORTION OF SAID LOT TO A POINT ON THE WEST LINE OF THE SOUTH PORTION OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING;

SAID LOT A BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2, POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH PRINCIPAL QUARTER OF SECTION 2, 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 MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1976 AND KNOWN AS TRUST NUMBER 1067, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23,78018; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY), HEREINAFTER "PROPERTY", IN COOK COUNTY, ILLINOIS

93060031

Perm. Index No. 17-03-204-064-1132

Property Address 1000 N. Lake Shore Dr, Chicago, Ill

Parcel 1

93338577

Exhibit A

773095

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THE WEST 19 FEET 11 3/8 INCHES OF LOT 2 IN THE SUBDIVISION BY WISCHMEYER AND HEALY OF THE SOUTH 1/2 OF LOT 11 AND THE EAST PART OF LOT 12 IN THE ASSESSORS DIVISION OF BLOCK 2 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTION OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF FIRST NAMED SUBDIVISION RECORDED IN BOOK 45 OF MAPS PAGE 7, IN COOK COUNTY, ILLINOIS.

Perm. Order No. 17-03-201-054

Property Address: 68 E. Cedar, Chicago, Ill.

Parcel 2

Exhibit A

773095

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Property of Cook County Clerk's Office