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. DEPT-01 RECORDING \$41.00
 . T40012 TRAN 7969 12/05/95 11:26:00
 . 45751 CG *-95-843426
 . COOK COUNTY RECORDER

75-73-652 DB 12/17/95

MORTGAGE

41.00
0/14

This Mortgage ("Security Instrument") is given on November 16, 1995. The mortgagor is **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO**, Trustee Under Trust Agreement dated November 15, 1995 and Known as Trust Number 12102109 and **VILIM LICHTENTHAL** ("Borrower"). This Security Instrument is given to **Phebe C. Swinehart 1995 Revocable Trust** ("Lender"). Lender's address is 405 Glendale Road, Buffalo Grove, Illinois 60089. Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY-SEVEN THOUSAND NO/100 (\$157,000.00)**. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 15, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of: 5950 North Kenmore - Units 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505 and 508 and Parking Spaces 10, 11, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26.
Chicago, IL ("Property Address")

95843426

Prepared by: MAILTO:

David B. Pogrund
STONE, POGRUND, KOREY & SPAGAT
 221 North LaSalle Street, #3200
 Chicago, IL 60601

BOX 333-CTI

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. FUNDS FOR TAXES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of yearly taxes and assessments which may attain priority over this Security Instrument. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay the escrow items. Lender shall not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the loans secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds, payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and imposition attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. In addition, Borrower shall pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender or to the Holder of the Note secured by this Security Instrument. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of Notice.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value

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of the property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

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successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits; then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of Paragraph 17.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Vilim Lichtenthal, 5746 North Sheridan Road, #404, Chicago, Illinois 60660 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security

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Instrument and the Note are declared to be severable.

16. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** Subject to the provisions of paragraph 18, all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument. if

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **PARTIAL RELEASES OF THIS MORTGAGE.** Borrower may sell and convey one or more of the residential condominium units in a bona fide sale (which may include a parking unit), and in such case the Lender shall release any such units sold from time to time, provided, however, that as a condition for the issuance of each such partial release Lender shall be paid the greater of: (i) all of the net proceeds ~~received~~ realized by Borrower from such sale, or (ii) an amount equal to the then balance of the loan secured by this Mortgage divided by the number of residential units that will remain subject to the lien of this mortgage after the issuance of the partial release. All such sums paid to Lender shall be applied to the indebtedness secured hereby as prepayment. realized

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, except notice shall not be required for a breach by Borrower of their obligation to make the required monthly payments of principal and interest or of funds required for taxes and insurance (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security instrument by judicial

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proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, costs of title evidence and reasonable attorneys fees.

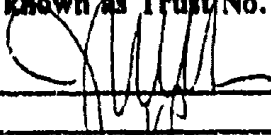
20. LENDER IN POSSESSION. Upon acceleration under paragraph 19 or abandonment of the Property, Lender as mortgagee in possession or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, Trustee under
Trust Agreement dated November 15, 1995
and known as Trust No. 12102109**

By: 
Its: _____
**Land Trust Department
33 North LaSalle Street
Chicago, Illinois 60690**

The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

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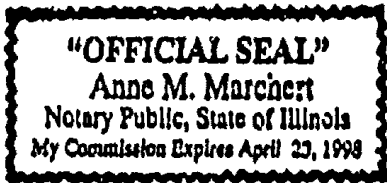
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANNE M. MARCHERT, Notary Public in and for said County, in the State aforesaid, do hereby certify that Mr. MICHAEL [unclear], President of **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO**, a National Bank, and _____, Secretary of said Company, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 therein set forth including the release and waiver of the right of homestead and of any and all rights of redemption from sale under any order or decree foreclosing this Mortgage, and the said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this NOV 16 ~~1995~~ November, 1995.



Anne M. Marchert
Notary Public

My Commission Expires: _____

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of November, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PNEBE C. SWINEHART 1995 REVOCABLE TRUST (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 5950 NORTH KENMORE, UNITS 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505, 506 and Parking Spaces 10, 11, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, CHICAGO, ILLINOIS. The Property includes these units in, together with an undivided interest in the common elements of, a condominium known as: WINDSOR HOUSE CONDOMINIUM (the "Condominium"). If the owners association or other entity which acts for the Condominium (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. CONDOMINIUM COVENANTS. Borrower shall perform all of Borrower's obligations under the Condominium's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the monthly payment due to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the units or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
Trustee under Trust Agreement dated November 15, 1995 and
known as Trust No. 12102/09

By: _____
Its: _____

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LEGAL DESCRIPTION

UNIT NUMBERS 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505, 508, P10, P11, P12, P17, P18, P19, P20, P21, P22, P23, P24, P25 and P26 THE WINDSOR HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 13 AND THE SOUTH 25 FEET OF LOT 12, EXCEPT THAT PART, IF ANY FALLING IN THE NORTH 25 FEET OF LOT 12 IN BLOCK 14 IN COCHRAN'S 2ND ADDITION TO EDGEWATER IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 20570971, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: UNIT NUMBERS 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505, 508, P10, P11, P12, P17, P18, P19, P20, P21, P22, P23, P24, P25 and P26
5950 N. KENMORE,
CHICAGO, IL 60660

PIN'S:

- 14-05-213-032-1002 - UNIT 201
- 14-05-213-032-1004 - UNIT 401
- 14-05-213-032-1008 - UNIT 402
- 14-05-213-032-1011 - UNIT 303
- 14-05-213-032-1012 - UNIT 403
- 14-05-213-032-1013 - UNIT 503
- 14-05-213-032-1016 - UNIT 404
- 14-05-213-032-1017 - UNIT 504
- 14-05-213-032-1020 - UNIT 405
- 14-05-213-032-1021 - UNIT 505
- 14-05-213-032-1033 - UNIT 508
- 14-05-213-032-1034 - UNIT 209
- 14-05-213-032-1035 - UNIT 305
- 14-05-213-032-1036 - UNIT 409
- 14-05-213-032-1050 - P-10
- 14-05-213-032-1051 - P-11
- 14-05-213-032-1052 - P-12
- 14-05-213-032-1053 - P-13
- 14-05-213-032-1054 - P-18
- 14-05-213-032-1055 - P-19
- 14-05-213-032-1056 - P-20
- 14-05-213-032-1057 - P-21
- 14-05-213-032-1058 - P-22
- 14-05-213-032-1059 - P-23
- 14-05-213-032-1060 - P-24
- 14-05-213-032-1061 - P-25
- 14-05-213-032-1062 - P-26

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

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