



99897098

THIS INDENTURE WITNESSETH, that the Grantor

Peter T. Kitchin

of the County of Cook and State of IL for and in consideration of \$10.00 dollars, and other good and valuable considerations in hand paid, conveys and warrants unto the GREATBANC TRUST COMPANY, an Illinois Corporation, as Trustee under the provisions of a Trust Agreement

(Reserved for Recorder's Use Only)

dated the 1st day of September, 1999, known as Trust Number 6206, the following described real estate in the County of Cook and State of Illinois, to wit:

THE SOUTH 1/2 OF LOT 11, ALL OF LOT 12 AND THE NORTH 10 FEET OF LOT 13 IN BLOCK 13 IN A.T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

36

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

Permanent Tax Number: 28-11-123-041-0000; 28-11-123-044-0000

September 13, 1999

Patricia Smolinski

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed, or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries

Street address of above described property: 14640 S. Harding, Midlothian, IL 60445

BOX 333-011

BA 940464 LPA 288

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thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor seal this 13th day of SEPT, 1999. hereunto set hand and (Seal) (Seal)

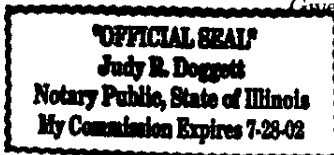
STATE OF ILLINOIS
COUNTY OF SS

I, JUDY DOGGETT a Notary Public in and for said County, in the state aforesaid, do hereby certify that PETER T. KITCHIN

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personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instruments as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 13th day of SEPT, 1999.



Judy R. Doggett Notary Public

Mail this recorded instrument to:

GreatBanc Trust Company
20900 S. Western Ave.
Olympia Fields, IL 60461

Mail future tax bills to:

This instrument prepared by:



GREATBANC TRUST COMPANY

Olympia Fields, Illinois
Aurora, Illinois

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09-13-1999

MORTGAGE
(Continued)

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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.

Grantor. The word "Grantor" means **GreatBanc Trust Company, as Trustee U/T/A dated September 1, 1999, A/K/A/ Trust #8206, Trustee under that certain Trust Agreement dated September 1, 1999 and known as GreatBanc Trust Company, Trust #8206. 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, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. **At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$374,400.00.**

Lender. The word "Lender" means FIRST NATIONAL BANK, 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 13, 1999, **in the original principal amount of \$374,400.00** from Grantor and any co-borrowers to Lender, together with all renewals of, extensions of, modifications of, refinancings 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 5.800% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 36 consecutive monthly principal and interest payments of \$2,906.01 each, beginning October 15, 1999, with interest calculated on the unpaid principal balances at an interest rate of 7.950% per annum; 35 consecutive monthly principal and interest payments in the initial amount of \$3,106.98 each, beginning October 15, 2002, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described above; and 1 principal and interest payment in the initial amount of \$343,698.96 on September 15, 2005, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described above. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Mortgage. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream.

NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

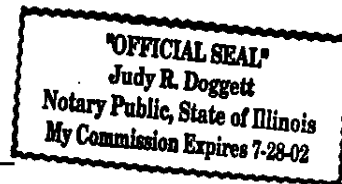
Dated 9-13, 1999

Signature: *[Signature]*

Grantor or Agent

Subscribed and sworn to before me by the said PETER T. KITCHIN this 13th day of SEPT, 1999.

Notary Public *[Signature]*



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

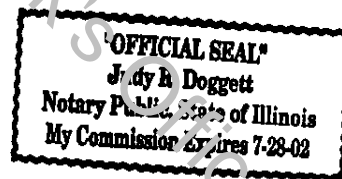
Dated 9-13, 1999

Signature: *[Signature]*

Grantee or Agent

Subscribed and sworn to before me by the said PETER T. KITCHIN this 13th day of SEPT, 1999.

Notary Public *[Signature]*



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)