

# UNOFFICIAL COPY

LEGAL DESCRIPTION

710245

0 3 4 9 4 729245

## PARCEL 1

LOTS 6 THROUGH 16, THE EAST 12 FEET 10 INCHES OF LOT 17 AND THAT PART OF LOT 5 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5, SAID POINT BEING 0.30 OF A FOOT WEST OF THE NORTH EAST CORNER OF SAID LOT 5, THENCE ALONG THE WEST FACE OF THE EXISTING BUILDING ON SAID LOTS 2 AND 3 INCLUSIVE AND PARTS OF LOTS 1, 4 AND 5 THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 05 MINUTES 57 SECONDS EAST, A DISTANCE OF 3.84 FEET; NORTH 89 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 0.71 OF A FOOT TO A POINT, SAID POINT BEING 0.41 OF A FOOT EAST OF THE WEST LINE OF LOT 4; SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 30.58 FEET; SOUTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 0.34 OF A FOOT; SOUTH 42 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 0.62 OF A FOOT; SOUTH 44 DEGREES 55 MINUTES 23 SECONDS WEST, A DISTANCE OF 0.34 OF A FOOT; SOUTH 45 DEGREES 24 MINUTES 47 SECONDS EAST, A DISTANCE OF 1.80 FEET; SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.22 FEET; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.06 FEET; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.35 OF A FOOT; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.60 FEET TO A POINT, SAID POINT BEING 0.28 FEET WEST OF THE EAST LINE OF LOT 5; SOUTH 00 DEGREES 25 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.45 FEET TO A POINT ON THE SOUTH FACE OF A COMMON WALL; SOUTH 00 DEGREES 25 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.24 OF A FOOT TO A POINT ON THE SOUTH LINE OF LOT 5, SAID POINT BEING 0.09 OF A FOOT WEST OF THE EAST LINE OF LOT 5, IN COOK COUNTY, ILLINOIS, ALL IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND OTHER SUPPORTING COMPONENTS LOCATED WITHIN OR COMPRISING A PART OF THE PROPERTY EAST AND ADJOINING FOR THE SUPPORT OF ALL STRUCTURES, FIXTURES, EQUIPMENT AND OTHER IMPROVEMENTS PRESENTLY LOCATED ON, WITHIN OR FORMING A PART OF THE MAIN PROPERTY (AND REPLACEMENTS THEREOF) AS SUCH SUPPORT IS PRESENTLY PROVIDED; AND FOR THE USE BY THE OWNER OF THE LAND OF ALL FACILITIES LOCATED WITHIN THE PROPERTY EAST AND ADJOINING AND PRESENTLY CONNECTED TO FACILITIES LOCATED WITHIN OR ON THE LAND (AND REPLACEMENTS THEREOF) TO THE EXTENT THAT SUCH FACILITIES ARE PRESENTLY UTILIZED IN FURNISHING UTILITY SERVICES TO ANY PORTION OF THE LAND OR ARE OTHERWISE PRESENTLY REASONABLY NECESSARY TO THE EFFICIENT OPERATION OF THE LAND; AND TO INSTALL, USE, AND REMOVE FROM TIME TO TIME, FACILITIES OWNED BY THE OWNER OF THE LAND AND LOCATED IN, OVER, UPON AND THROUGH THE CHASES, CONDUITS, RISERS AND SHAFTS NOW OR IN THE FUTURE EXISTING IN THE PROPERTY EAST AND ADJOINING; AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 26249603 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 35000 AND MAIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 79-1390.

## PARCEL 3

LOTS 30 TO 40 INCLUSIVE IN THOMAS STINSON'S SUBDIVISION OF BLOCK 44 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3491323

0 2 0 7 6 7 0 0

UNOFFICIAL COPY

TRUST DEED

349-1323

THE ABOVE SPACE FOR RECORDER'S USE ONLY

1430376/70 03693 AB  
70 03693 AB  
141677  
1-7-86 Legal description affects property on Certificate and other property

THIS INDENTURE, made January 22 19 86, between Kinzie Industrial Development Corporation

not-for-profit Corporation organized under the laws of The State of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TWO HUNDRED FIFTY THOUSAND AND NO/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum <sup>plus</sup> interest from January 22 1986 on the balance of principal remaining from time to time unpaid at the rate of \* per cent per annum in

instalments (including principal ~~and~~ interest) as follows:

ONE THOUSAND FORTY ONE AND 57/100----- Dollars or more on the 22nd day of February 1986 and ONE THOUSAND FORTY ONE AND 67/100-----

Dollars or more on the 22nd day of each month thereafter until said note is fully paid except that the final payment of principal ~~and~~ interest, if not sooner paid, shall be due on the 22nd day of January 1991. 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 of each instalment unless paid when due shall bear interest at the rate of \* per cent per annum, and all of said principal ~~and~~ interest in or before 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 National Security Bank of Chicago

In said City,

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

\* 2 % per annum above The National Security Bank of Chicago's periodically announced Prime Rate. Said interest rate shall change from time to time automatically and simultaneously with each announced change in the Prime Rate, and interest shall be calculated on the basis of actual days elapsed over a 360-day year.

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 Mortgagor 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, inador 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 the mortgagor 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 Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its ~~Assistant Vice President~~ President and ~~Assistant Secretary~~ Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

Kinzie Industrial Development Corporation

CORPORATE SEAL

BY x M. Mason Rawell Assistant Vice President  
ATTEST Thomas M. Lancaster Assistant Secretary

STATE OF ILLINOIS, } ss. Barbara A. Wolf  
County of Cook a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

M. Mason Rawell Assistant Vice President of the Kinzie Industrial Development Corporation and Thomas M. Lancaster Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's 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 3rd day of February, 19 86

Barbara A. Wolf NOTARY PUBLIC

Notarial Seal

