

UNOFFICIAL COPY

John
Original to these
copy

The undersigned, being the Secretary of GALEWOOD TUCK-POINTING & ROOFING COMPANY, INC., certifies that the following are true and correct copies of resolutions passed by the Board of Directors on the 2nd day of April, 1986.

"RESOLVED, that the corporation shall purchase the real estate described legally as follows:

Lot 8 in Block 11 in Westcott's Turner Park Subdivision being that part of the South East 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of Grand Avenue (or Whiskey Point Road); except the West 10 chains thereof in Cook County, Illinois

for the sum of FIFTY-TWO THOUSAND FIVE HUNDRED (\$52,500.00) DOLLARS.

"FURTHER RESOLVED, that in order to finance said purchase the corporation shall borrow FIFTY THOUSAND (\$50,000.00) DOLLARS from The First National Bank of Niles, which loan shall be repaid over five years together with interest at the rate of Ten (10%) Per Cent per annum.

"FURTHER RESOLVED, that the President and Secretary of the corporation be, and hereby are, authorized to execute any and all documents necessary and incidental to the purchase of said lot and to secure said loan."

Barbara Laurie

Secretary, GALEWOOD TUCKPOINTING &
ROOFING CO., INC.

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File Number 5315-627-7

STATE OF ILLINOIS
CORPORATION
TICKET



To all to whom these Presents Shall Come, Greeting:

I, Jim Edgar, Secretary of State of the State of Illinois,
do hereby certify that

GALEWOOD TUCKPOINTING & ROOFING CO., INC., A
DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE MAY
5, 1977, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE
BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF
ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE,
IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF
ILLINOIS*****

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois this 1ST
day of APRIL A.D. 1986.

A large, stylized signature of "Jim Edgar" in cursive script, enclosed in a decorative starburst shape.

SECRETARY OF STATE

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3505787

THIS INDENTURE, Made this 3rd day of April A.D. 1986 between

LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated 31st day of May 1983, and known as Trust

Number -106457-, party of the first part, and Galewood Tuckpointing & Roofing Co., Inc. party of the second part.

(Address of Grantee(s): 3855 West Division Street, Chicago, IL 60651
.....)

WITNESSETH, that said party of the first part, in consideration of the sum of

TEN & 00/100 Dollars, (\$ 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Lot 8 in Block 11 in Westcott's Turner Park Subdivision, being that part of the South East 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of Grand Avenue (or Whiskey Point Road) except the West 10 Chains thereof, in Cook County, Illinois.

PIN No. 12-26-407-012 *ml*

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part as aforesaid to the proper use, benefit and behoof of said party of the second part forever.

Subject to: covenants, conditions and restrictions of record regarding public utility easements. General taxes for the year 1985 and subsequent years.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by its Assistant Vice President attested by its Assistant Secretary, the day and year first above written.

ATTEST:

LaSalle National Bank

as Trustee as aforesaid

By *WHD*

Assistant Vice President

William H. Dillon
Assistant Secretary

This instrument was prepared by:

William H. Dillon

La Salle National Bank
Real Estate Trust Department
135 S. La Salle Street
Chicago, Illinois 60690

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STATE OF ILLINOIS
COUNTY OF COOK

{ ss:

MARTHA ANN BROOKINS

I,..... a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that..... James A. Clark.....

Assistant Vice President of LA SALLE NATIONAL BANK, and William H. Dillon.....

Assistant Secretary thereof, 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this..... 28th day of..... March..... A. D. 19...86

Marta Ann Brookins
NOTARY PUBLIC

My Commission expires on August 30, 1987

6/13/86
1393205787
REC'D
APR 4 11 29 AM '86

REGISTRAR U OF TITLES

TRUSTEE'S DEED

Box No.....

Address of Property

LaSalle National Bank
TRUSTEE
TO

Age of Grantee _____
Address _____
Husband _____
Wife _____
Spouse _____
Age of Deed _____
Deed _____
Recipient _____
Sig. _____
La Fette

LaSalle National Bank
135 South La Salle Street
CHICAGO, ILLINOIS 60603

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Joseph D. Guest
JOSEPH D. GUEST

[SEAL] X *Deborah H. Guest* [SEAL]
DEBORAH H. GUEST
[SEAL] M. P.M. P. [SEAL]

STATE OF ILLINOIS

s.s.

COUNTY OF ~~BOOK~~

I, THE UNDERSIGNED
aforesaid, Do Herby Certify That JOSEPH D. GUEST AND
XXX DEBORAH H. GUEST, HUSBAND AND WIFE
and M. P.M. P. personally known to me to be the same
person whose name is ~~BOOK~~ subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that ~~BOOK~~ signed, sealed, and delivered the said instrument as ~~BOOK~~
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 2nd day April , A. D. 19 86

Walter J. Flynn
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

Page

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereunder, shall, at the election of the Mortgagor, bear interest until paid, and payable, by the holder of the note for a period of thirty (30) days after the due date thereof, or in case of any other covenant or agreement stipulated, then the whole of said principal sum remaining unpaid together with any other covenant or agreement for the same purpose.

THE MORTGAGEE is entitled to receive payment of principal and interest payable on the note at any time prior to the maturity date of the note, upon demand, and payment in full of all sums secured hereby under this mortgage, and Urban Development Department of Housing and Urban Development dated subsequent to the date of this mortgage, being deemed conclusive proof of such intelligibility.

THAT IT IS AGREED that the Mortgagor shall be liable to the Mortgagor to the extent of the sum necessary to pay off the note, at its option, to the extent of any other liability which may accrue under this note.

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THAT HE WILL KEEP the improvements now existing or heretofore erected on the mortgaged property, in such condition as may be required from time to time to cover the expenses of such damage as may be required to repair or restore the property in event of damage, and each insurance company concerned is hereby authorized to pay to the Mortgagor the amount of loss if not made good by the Mortgagor within six months of the occurrence of such damage.

ALL INSURANCES held by the Mortgagor and having attached thereto shall be carried in companies approved by the state authority having jurisdiction over such insurance, and each insurance company concerned is hereby authorized to pay to the Mortgagor the amount of loss if not made good by the Mortgagor within six months of the occurrence of such damage.

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AND AS ADDITIONAL SECURITY for the payment of the note and other amounts due for the use of the premises described.

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AND THE MORTGAGOR further certifies that he has read and understood the note and agrees as follows: