

# UNOFFICIAL COPY

CERTIFICATE OF RESOLUTION 0 3 6 4 7

*AM*  
I, Lana A. Moore, of Chicago, Illinois, do hereby certify that I am the Secretary of the Third Baptist Church of Chicago, an Illinois not-for-profit corporation, organized under the laws of the State of Illinois, and having its principal office at Chicago, Illinois, and that as such Secretary I am bookkeeper of the corporate records and corporate seal of such corporation, and that at a duly convened regular meeting of the Board of Directors of said corporation held in Chicago, Illinois on the 15th day of January, 1986, at which meeting a quorum of said Board of Directors was present, the following resolution was adopted, each and all of the Directors present at said meeting voting in favor thereof:

RESOLVED, by the Board of Directors that this Corporation is hereby authorized and directed to secure from the Michigan Avenue National Bank of Chicago One Hundred Sixty Thousand Dollars (\$160,000) to combine two (2) mortgages held by Michigan Avenue National Bank of Chicago on the property that is commonly known as 1500 West 95th Street, Chicago, Illinois;

RESOLVED FURTHER, Reverend Elmer L. Fowler is authorized and directed to execute any and all documents and to take any and all action necessary or appropriate for the consummation of the transaction contemplated under the aforesaid Resolution;

RESOLVED FURTHER, that the following officers of this corporation, namely, President, Reverend Elmer L. Fowler, together with the Secretary, namely, Lana A. Moore, be and each are hereby authorized, empowered and directed to borrow the sum of One Hundred Sixty Thousand Dollars (\$160,000.00) from the Michigan Avenue National Bank of Chicago; of which by a mortgage, upon such terms and conditions as to them may be accepted or acceptable, secured by the aforesaid real estate commonly known at 1500 West 95th Street, Chicago, Illinois, and legally described as follows:

## PERMANENT TAX NUMBER(S)

CAO 25-08-101-064 (Parcel III)  
EPO 25-05-325-036 (Parcel I) *ALL*  
E00 25-05-325-035 (Parcel II) *ALL*

RESOLVED FURTHER, that said officers for such purpose are hereby authorized to make, execute, acknowledge and deliver for and in the name of this corporation all necessary deeds, mortgages, notes, pledges and other writings and documents as may be necessary or appropriate for the consummation of said mortgage note;

RESOLVED FURTHER, this power and authority granted herein to said Reverend Elmer L. Fowler and Lana A. Moore shall remain in full force and effect until revoked by the Board of Directors of this Corporation.

I hereby further certify that the above and foregoing resolution has not been rescinded, modified or amended prior to January 15, 1986;

I hereby further certify that Reverend Elmer L. Fowler, is now the duly elected, qualified and acting President of said corporation, and that Lana A. Moore is now the duly elected, qualified and acting Secretary of said corporation.

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IN WITNESS WHEREOF, I have hereunto signed by name as Secretary of said Corporation, and have affixed the corporate seal of said corporation, at Chicago, Illinois this 27th day of January, A.D., 1986.

[Corp seal]

THIRD BAPTIST CHURCH OF CHICAGO

Lana A. Moore  
Secretary

State of Ill. January 27, 1986  
County of Cook

Then personally appeared the above named Lana A. Moore, Secretary of the Third Baptist Church of Chicago, and acknowledged the foregoing resolution to be the free act and deed of the corporation, before me,

[Signature]  
Notary Public

Property of Cook County Clerk's Office

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0 3 6 0 8 6 4 7

REALTY TITLE, INC.

33 NORTH LA SALLE STREET • CHICAGO, ILLINOIS 60602 • (312) 443-1200

AFFIDAVIT OF LATE DELIVERY

The undersigned does hereby state and swear on oath as following:

1. That we have been in exclusive possession and control of the documents presented for filing since their date of execution.
2. That we have been unable to acquire the owners Torrens Certificate that was held by Ticor Title until April 15, 1987.
3. That we make this Affidavit to induce The Registrar of Titles to waive any objections as to stale date of delivery.
4. Now, therefor, affiant at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of these instruments and the Registering of same on the Torren's Certificate of Title #1420694 and in relation to premises described therein, and all costs, charges, damages and expenses, all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

Realty Title, Inc.

*Kevin Porrizo*  
Kevin Porrizo  
Executive Vice President

Subscribed and sworn to before me this 16th day of April, 1987.

*Wth Miner*  
Notary Public

2-25-89

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17. The instalment note secured by this Trust deed may be prepaid in whole or in part on any interest payment date without the payment of any premium whatsoever.

18. To provide for payments of taxes, assessments and insurance premiums, stipulated to be paid hereunder, the Mortgagor shall deposit with the Holders of the Note on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth of the annual premium on all such insurance, as estimated by the Holders of the Note. All such deposits as made are pledged as additional security for the payment of the instalment note. The records of the Holders of the Note shall reflect at all times the amount of such deposits, and the Holders of the Note may commingle such funds with other funds or its own funds and make advancements for the payment of such items. At no time shall interest or income be paid to the Mortgagor for the deposit or use of such funds. If default is made in the payment of said deposits, the Holders of the Note may, at its option, charge the same to the unpaid balance of the instalment note and the same shall bear interest at the same rate as the instalment note. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Holders of the Note are authorized to use such deposits for the purpose of paying taxes or assessments or renewing insurance policies or paying premiums thereon. In the event any deficit shall exist or the deposits are so reduced that the remaining deposits together with the monthly deposits will not provide sufficient funds to pay the then current calendar year's estimated taxes or the estimated insurance premium on the last day of said year, the Holders of the Note may, at its option either declare immediately due and payable or add to the unpaid balance of the instalment note secured hereby such a sum which shall, together with the remaining deposits and monthly deposits, provide sufficient funds to pay one year's estimated taxes or insurance premiums on the last day of said year.

19. The mortgagors, on behalf of themselves, their successors and assigns, agree that in the event title shall be conveyed to or the beneficial interest in a trust shall be assigned to or the equity of redemption in the property described herein becomes vested in any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then in such event the Holders of the Note after such transfer of the right, title or interest shall be privileged to increase the annual rate of interest to be paid under the terms of the obligation secured hereunder or to charge a reasonable transfer fee or both. Whenever the Holders of the Note shall elect to increase the rate of interest or charge a transfer fee or both in accordance with foregoing provisions, it shall give written notice specifying the transfer fee or the new rate of interest or and the effective date of such increase shall be the date of the aforesaid transfer of conveyance.

THE THIRD BAPTIST CHURCH OF CHICAGO, INC.

THIS RIDER IS ATTACHED HERETO  
AND IS MADE A PART OF THE TRUST DEED  
DATED: January 24, 1986

*Robert Howell* Resident (SEAL)

*Lara D. Moore* (SEAL)

3608647

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**PARCEL I:**

That part of Lots 14 to 18, inclusive, in Emil Kaiser's Subdivision of the East 1/2 of Block 35 in the Subdivision of that part lying Westerly of the Right of Way of the Chicago, Rock Island and Pacific Railroad of the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, lying North of a line 54 feet North of and parallel with the South line of said Section 5, in Cook County, Illinois.

25-05-325-036

ALSO

**PARCEL II:**

Lots 16 to 20, both inclusive, (except that part of said Lots lying South of a line 54 feet North of and parallel with the South line of said Section 5) in Elmore's Beverly Hill's Second Addition, being a Subdivision of the West 1/2 of Block 35 in the Subdivision of that part Westerly of the right of way of the Chicago, Rock Island and Pacific Railroad of the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

25-05-325-035

ALSO

**PARCEL III:**

That part of Lot 1 in Block 4 in Hilliard and Dobbins First Addition to Washington Heights in the West 1/2 of the Northwest 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of said Lot 1 where the South line of Spring Street (now 95th Street) intersects same; thence Southerly along said East line to the South line of said Lot; thence Westerly along said South line 200 feet; thence Northerly on a line parallel with the East line of said Lot to the South line of 95th Street; thence East along the South line of said Street to the place of beginning (except that part lying North of a line 54 feet South of and parallel with the North line of Section 8, aforesaid, as condemned for widening of West 95th Street), in Cook County, Illinois.

25-08-101-064

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# UNOFFICIAL COPY

TRUST DEED

3608647

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 24, 1986, between  
 THE THIRD BAPTIST CHURCH OF CHICAGO, INC.,  
 a corporation organized under the laws of the State of Illinois, herein referred to as "Mortgagor", and  
 MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,  
 a National Banking Association, 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  
 ONE HUNDRED SIXTY THOUSAND AND 00/100 Dollars,  
 evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from  
 date hereof on the balance of principal remaining from time to time unpaid at the rate of  
 12.00 per cent per annum in instalments as follows: ONE THOUSAND NINE HUNDRED TWENTY AND 27/100

Dollars on the first day of April 1986 and ONE THOUSAND NINE HUNDRED TWENTY AND 27/100

Dollars on the first 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 first day of March, 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. ~~And all of said principal and interest 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~~  
 MICHIGAN AVENUE NATIONAL 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, do 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, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit: City of Chicago

THIS INSTRUMENT WAS PREPARED BY  
 MICHIGAN AVENUE NATIONAL BANK  
 OF CHICAGO  
 30 NORTH MICHIGAN AVENUE  
 CHICAGO, ILLINOIS ROBERT W. FREDERICKSEN

SEE RIDER ATTACHED

PERMANENT TAX NUMBER: 25-08-101-064 (Parcel III)  
 25-05-325-036 (Parcel I)  
 25-05-325-035 (Parcel II)

If the Note holder has not received the full amount of any of the monthly payments by the end of 15 calendar days after the date is due, the mortgagor will pay a late charge to the Note holder. The amount of the charge will be 4% of the overdue payment of principal and interest. The Mortgagor will pay this late charge promptly on any late payment.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, with 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 (herein 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, in-door 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 with the uses and trusts hereinafter 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 and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Trustees's

of said corporation.  
 Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its  
 President THE THIRD BAPTIST CHURCH OF CHICAGO, INC.

CORPORATE SEAL

BY Robert W. Frederickson ASSISTANT VICE PRESIDENT  
 ATTEST: Lana A. Moore ASSISTANT SECRETARY

STATE OF ILLINOIS, ss. I, Cladie McRay, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
REV. EMMETT FOWLER President of the The Third Baptist Church of Chicago, Inc.

NOTARIAL SEAL

and LANA A. MOORE 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, and acknowledged that they signed and delivered the said instrument of 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, in execution of the corporate seal of said Company, did affix the corporate seal of said Company in 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 27th day of January, A. D. 1986

NOTARY PUBLIC

Note FD  
 633501  
 4/16/86

3608647

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full, upon protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default thereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and discharge, extinguish or satisfy any tax lien or other prior lien of title or claim thereof, or redemption from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be to such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, shall be allowed and paid as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Totten's certificates, and similar data and securities with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become to such additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including judicial and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or the indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on amount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a valid and subsisting lien in addition to that secured by the note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any surplus to Mortgagor, his successors or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of dropping mortgages, there be redemption or not, as well as during such other times when the mortgagee is entitled for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be payable or due in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, but he shall be liable for any sale or decisions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who, shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a valid and authentic endorsement to be accepted by a prior Trustee hereunder of which endorsement in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof, and where the release is required of the original Trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be successor in Trust, and shall act in Trust and with the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

SEE RIDER ATTACHED

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

DELIVER TO

Michigan Avenue National Bank of Chicago  
30 North Michigan Avenue  
Chicago, IL 60602

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 440

The Instrument Note mentioned in the within Trust Deed has been identified  
herewith under identification No. 7474

MICHIGAN AVENUE NATIONAL BANK, as Trustee.

By: *[Signature]*

Notary Public  
State of Illinois  
Commission Expires \_\_\_\_\_  
Chicago, Illinois

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY

1500-10 W. 95th Street

Chicago, IL 60643

7498092