

DOCUMENT NO.

1437331

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Chicago Title & Trust Company  
# 1086801

DATE OF SEARCH:

8-14-90

RESULT OF SEARCH:

None

8/14/90 SD

799299

INTENDED GRANTEEES OR ASSIGNEES:

American National Bank and  
Trust Company of Chicago  
# 112184-01

RESULT OF SEARCH:

None

8/14/90 SD

90 AUG 14 AM 11:05

CAROL MOSELEY BRAUN  
REGISTRAR OF DEEDS

IDENTIFIED  
No.  
Registrar of Torts and Title  
CAROL MOSELEY BRAUN  
GURTOWSKI

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Customer # Wynne  
Trans # Transfer Filing Date 8-14-90  
Ch. # 1437331 L.F. Date \_\_\_\_\_  
Grantor Chicago Title & Trust  
S.S.# Company # 1086801  
Grantor \_\_\_\_\_  
S.S.# \_\_\_\_\_  
Grantee American National Bank  
S.S.# & Trust # 112184-01  
Grantee \_\_\_\_\_  
S.S.# 15-12-436-011  
FID # to 014 Tax # 116177  
Fed Lien Search 799,299.58  
Title Officer M. Gurtowski  
Title Company \_\_\_\_\_  
Trust Dept. Approval \_\_\_\_\_ Survey Dept. Approval \_\_\_\_\_  
Refused \_\_\_\_\_

Type of Document	Number
_____	_____
_____	_____
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_____	_____

Total No. Docs. \_\_\_\_\_  
Logged \_\_\_\_\_ Microfilm \_\_\_\_\_  
To Tax Dept. \_\_\_\_\_ Ret'd \_\_\_\_\_  
Previewer \_\_\_\_\_ Date \_\_\_\_\_  
Typist \_\_\_\_\_ Date \_\_\_\_\_  
Reviewer \_\_\_\_\_ Date \_\_\_\_\_  
New Ch. # \_\_\_\_\_ Date \_\_\_\_\_  
Delivery \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Property of Cook County Clerk's Office

Legal description affects property on Certificate # 4131331 and other property 8-14-90 Km

NOTE IDENTIFIED

WRS

WRS

E110 846

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MORTGAGE

[Space Above This Line For Recording Date]

THIS MORTGAGE ("Security Instrument") is made this 27th day of June, 1990, between the mortgagor, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 15, 1990 and known as Trust Number 112184-01, whose address is 33 North Dearborn Street, Chicago, Illinois 60602 (herein "Lender"), and the mortgagee, \_\_\_\_\_ (herein "Borrower"), and the mortgage, \_\_\_\_\_ (Chicago, Illinois 60602) (herein "Lender").

"Lender" is indebted to Borrower in the principal sum of Eight Hundred Forty Three Thousand (\$843,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 27, 1990 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the First day of July, 1990.

TO SECURE the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, secured in accordance herewith to protect the security of the Security Instrument, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lots 4, 5, 6 and 7 in Block 4 in C, and J, Schulz and a Subdivision of Blocks 25, 26, 27, 28, 38 and 39 in Railroad Addition to the Town of Hartem, being a subdivision of the South East quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 321-325 South Warren Avenue, Forest Park, Illinois 60130

Permanent Real Estate Index Numbers 19-2-436-U11  
19-12-436-012  
19-12-436-013  
19-12-436-014

writing the address of \_\_\_\_\_ (herein "Property Address")  
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, tenes, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter a part of the property, all of which including easements and additions thereto, shall be deemed to be and remain a part of the property covered by the Security Instrument; and all of the foregoing, together with said property for the record old estate if this Security Instrument is on a feehold) are herein referred to 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, that the Property is unencumbered, except for encumbrances of record, Borrower, heirs and will defend and convey the Property, that the Property is unencumbered, except for encumbrances of record, Borrower, heirs and will defend and convey the title to the Property against all claims and demands, subject to any declarations, assessments or restrictions listed in a schedule of exceptions to coverage in any life insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:  
1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.  
2. FUNDS FOR TAXES AND INSURANCE. At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest under the Note, until the Note is paid in full, a sum therein "funds" equal in amount to the yearly taxes and assessments which may accrue on the Property, plus one-twelfth of the yearly premium for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereon.  
The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the receipt (but not the disbursement) of the Funds, and Lender shall be liable for the same secured by this Security Instrument.

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RIDER ATTACHED TO THE MORTGAGE TRUST DEED DATED JUNE 27, 1990,  
WHICH WAS EXECUTED BY AMERICAN NATIONAL BANK & TRUST CO. TRUST NO. 112184-01  
IS HEREBY EXPRESSLY MADE AN INTEGRAL PART OF THE SAID MORTGAGE TRUST DEED

The undersigned hereby acknowledge that they are jointly indebted upon the principal amount from time to time remaining with interest as provided. The undersigned covenant and agree to pay said indebtedness and the interest thereon as herein provided, and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned to the afore-named bank in the said Principal Note or its successors in trust, however created or arising, whether under any instrument, agreements, guarantees or dealings of any and every kind now existing or hereafter entered into between the undersigned and the bank or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

The undersigned herein represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1985 ILL. REV. STAT., Ch. 17, Sec. 6404(c).

The undersigned hereby agree that should the undersigned sell, convey, transfer, dispose of or further encumber said property or any part hereof, or should the undersigned transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their rights, titles or interest in the property securing this Principal Note without first obtaining the written consent of the bank, the entire unpaid principal balance remaining at the time of such transfer, assignment or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the bank or the noteholder to such assignment, transfer or hypothecation nor shall it affect the noteholder's right to proceed with such action as the noteholder shall deem necessary.

The undersigned do hereby authorize irrevocably any attorney or any Court of Record to appear for the undersigned debtors in such court, during term time or vacation, at any time after maturity and to confess judgment without process against the undersigned debtors in favor of the holder of this Principal Note, for such amount as may appear to be unpaid thereon, together with interest, costs of collection and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

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If the amount of the Funds held by Lender to pay the full amount of the future monthly payments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall cover all the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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 10 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, not 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 as a credit against the sums secured by this Security Instrument.

**3 APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4 CHARGES, LIENS.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may obtain a priority over this Security Instrument, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument, provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (c) shall secure from the holder of such lien, an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument. If Lender determines that any part of the Property is subject to lien which may obtain 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.

**5 HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, perils included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Security Instrument.

The insurance carrier, providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Security Instrument is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Security Instrument would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 20 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASES; CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development act is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part hereof.

**7. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become a debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Security Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Security Instrument immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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Security instrument shall have the right to have an assignment... BORROWER'S RIGHT TO RESISTANCE... BORROWER'S RIGHT TO RESISTANCE... BORROWER'S RIGHT TO RESISTANCE...

21 BORROWER'S RIGHT TO RESISTANCE... BORROWER'S RIGHT TO RESISTANCE... BORROWER'S RIGHT TO RESISTANCE... BORROWER'S RIGHT TO RESISTANCE...

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22 **ASSIGNMENT OF RECEIPTS AND POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the right of the Property, and Borrower shall, prior to acceleration under paragraph 20 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 20 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent 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. All 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 attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

23 **RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recidation, if any.

24 **USE OF THE PROPERTY.** Unless Lender and Borrower otherwise agree in writing, Borrower at all times shall use the Property as his or her principal residence.

25 **INTEREST RATE AND MONTHLY PAYMENT CHANGES.** In addition to the covenants and payments made in this Security Instrument, Borrower and Lender further covenant and agree as follows: the Note provides for an initial interest rate of **Prime + 0.8%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

**Interest Rate and Monthly Payment Changes**

**(A) Change Dates**

The interest rate I will pay may change on the **First** day of **July**, 19 **90** and on the **First** day of every month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the highest prime rate as published in the Money Rates section of the Wall Street Journal each business day. The most recent Index figure available as of 30 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of its choice.

**(C) Monthly Payment Changes**

The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate, based on a 30 year amortization from the date of the Note. The result of this calculation will be the new amount of my monthly payment.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will mail or deliver to me a notice at least 30 days prior to each Change Date. The notice will advise me of:

- (i) the new and prior interest rate of my loan;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any questions I may have regarding the notice.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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 Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally

By: *[Signature]* Vice-President  
ATTEST: *[Signature]* Assistant Secretary

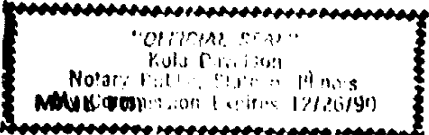
STATE OF ILLINOIS / COUNTY OF COOK

KULA DAVIDSON

I, \_\_\_\_\_ a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY of Chicago, and \_\_\_\_\_ Peter Johanson Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 at the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the 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, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this **JUN 27 1990** day of **July**, A. D. 19 **90**



KORSA EXCHANGE BANK  
33 North Dearborn Street  
Chicago, Illinois 60602

*[Signature]*  
Notary Public

This instrument was prepared by  
**KIM-YOUNG SHIM**  
ATTORNEY AT LAW  
77 W. WASHINGTON ST  
CHICAGO, ILL. 60602

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13:09 AUG 16 AM 11: 26  
CAMEL HUNTER, LPT/AMH  
REGISTRAR OF TITLES

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Promised \_\_\_\_\_

Deliver certificate to \_\_\_\_\_

Address \_\_\_\_\_

Declarer deposits fund \_\_\_\_\_

Deed to \_\_\_\_\_

Address \_\_\_\_\_

Notarized \_\_\_\_\_

NEW YORK NATL TITLE CORP.  
222 N. La Salle  
Chicago, IL 60601

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$17.00  
183333 TRAN 4278 08/14/90 11:48:00  
#3362 # C \*-90-395130  
COOK COUNTY RECORDER

1700