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00482557

RECORDATION REQUESTED BY:

FIRST NATIONAL BANK
101 DIXIE HIGHWAY
CHICAGO HEIGHTS, IL 60411

4323/0233 05 001 Page 1 of 3
2000-06-28 13:19:17
Cook County Recorder 25.00



00482557

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK
101 DIXIE HIGHWAY
CHICAGO HEIGHTS, IL 60411

SEND TAX NOTICES TO:

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This Mortgage prepared by: First National Bank
101 Dixie Highway
Chicago Heights, IL 60411

MORTGAGE

THIS MORTGAGE IS DATED MAY 2, 1999, between GreatBanc Trust Company, as Trustee U/T/A dated April 29, 1999 A/K/A Trust #8191, whose address is 20900 S. Western Ave., Olympia Fields, IL 60461 (referred to below as "Grantor"); and FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor (not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated April 29, 1999 and known as GreatBanc Trust Company, Trust #8191, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

PARCEL 1:

LOT 28 (EXCEPT THE SOUTH 10 FEET) AND THE WEST 16.5 FEET OF LOT 27 (EXCEPT THE SOUTH 10 FEET) IN BLOCK 26 IN B. F. JACOB'S RESUBDIVISION OF BLOCKS 1 THROUGH 16 AND 21 THROUGH 28 BOTH INCLUSIVE, OF B. F. JACOBS EVERGREEN PARK A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 3548 W. 95TH STREET, EVERGREEN PARK, IL 60805-2105
PIN #: 24-02-425-046-0000

PARCEL 2:

THE NORTH 656.18 FEET OF LOT 193 AND ALL OF LOTS 155, 156, 157 AND 158 IN F. A. HILL'S ADDITION TO MORGAN PARK, A SUBDIVISION PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING ON A POINT ON 112TH STREET ON THE WEST BOUNDARY OF THE ALLEY WEST OF & ADJOINING MAPLEWOOD AVENUE; THEN 128.6 FEET TO A POINT; THEN 425 FEET

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NORTH TO A POINT; THEN 128.6 FEET EAST TO THE WEST BOUNDARY OF THE ALLEY WEST OF & ADJOINING MAPLEWOOD AVENUE; THEN SOUTH 425 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2545-59 W. 111TH STREET, CHICAGO, IL 60655-1353
PIN #: 24-24-204-002-0000; 24-24-204-003; 24-24-204-004; 24-24-204-005; 24-24-204-067

The Real Property or its address is commonly known as 3548 W. 95th St., Evergreen Park, IL 60805-2105 & 2545-59 W. 111th St., Chicago, IL 60655-1353. The Real Property tax identification number is 24-02-425-046-0000; 24-24-204-002-0000; 24-24-204-003; 24-24-204-004; 24-24-204-005; 24-24-204-067.

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 April 29, 1999 A/K/A Trust #8191, Trustee under that certain Trust Agreement dated April 29, 1999 and known as GreatBanc Trust Company, Trust #8191. 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 \$800,000.00.**

Lender. The word "Lender" means FIRST NATIONAL BANK, its successors and assigns. The Lender is the mortgagor 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 May 2, 1999, in the original principal amount of \$800,000.00 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 8.200%. The maturity date of this Mortgage is May 1, 2004.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory

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REDEEM THE PROPERTY.

GREATBANC TRUST COMPANY, AS TRUSTEE U/T/A DATED APRIL 29, 1999 A/K/A TRUST #8191 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

GreatBanc Trust Company, as Trustee U/T/A dated April 29, 1999 A/K/A Trust #8191

By: Angela Giannetti, Ass't V.P. & Sr. Land, Trust Officer

By: Connie Nyiri, Admin. Assistant, Trust Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Will

On this 5th day of May, 1999, before me, the undersigned Notary Public, personally appeared Angela Giannetti, Ass't V.P. Trust Officer; and Connie Nyiri Admin Assist, Trust Officer of GreatBanc Trust Company, as Trustee U/T/A dated April 29, 1999 A/K/A Trust #8191, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Lula D. Martlink Residing at Crete

Notary Public in and for the State of Illinois

My commission expires 9-25-99

