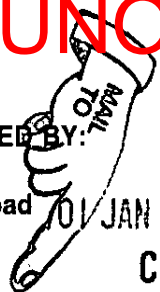


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3068/0048 36 005 Page 1 of 4  
2001-02-01 09:20:51  
Cook County Recorder 27.50

RECORDATION REQUESTED BY:  
LASALLE BANK NA  
4747 W. Irving Park Road  
Chicago, IL 60641



01 JAN 31 PM 1:14

COOK COUNTY  
RECORDER



0010085321

WHEN RECORDED MAIL TO:  
LASALLE BANK NA  
4747 W. Irving Park Road  
Chicago, IL 60641

EUGENE "GENE" MOORE,  
ROLLING MEADOWS

SEND TAX NOTICES TO:  
LASALLE BANK NATIONAL  
ASSOCIATION, TRUST NO.  
52504SK  
3044 ROSE ST  
FRANKLIN PARK, IL 60131

EUGENE "GENE" MOORE,  
ROLLING MEADOWS

FOR RECORDER'S USE ONLY

00-6070/Julie Kim/859747

This Mortgage prepared by:

Consumer Lending, Direct Originations  
4747 W Irving Park Rd  
Chicago, IL 60641

MORTGAGE

MAXIMUM LIEN. 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 \$5,000.00.

THIS MORTGAGE dated January 16, 2001, is made and executed between LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee on behalf of LASALLE BANK NATIONAL ASSOCIATION, TRUST NO. 52504SK, whose address is 3044 ROSE ST, FRANKLIN PARK, IL 60131; whose address is 9233 ROBINSON RD, FRANKLIN PARK, IL 60131 (referred to below as "Grantor") and LASALLE BANK NA, whose address is 4747 W. Irving Park Road, Chicago, IL 60641 (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 10, 1988 and known as LASALLE BANK NATIONAL ASSOCIATION, TRUST NO. 52504SK, 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, (the "Real Property") located in COOK County, State of Illinois:

LOT 11 IN BLOCK 7 IN VOLK BROS. RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON'S RESERVE AND FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT REGISTERED AS DOCUMENT NO. 260433, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9233 ROBINSON RD, FRANKLIN PARK, IL 60131. The Real Property tax identification number is 12-22-306-005 VOL. 66.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B)

Handwritten initials

MORTGAGE  
(Continued)

**PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any

**MORTGAGE  
(Continued)**

automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

**CHOICE OF VENUE.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Mortgage.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**Definitions.** The following words shall have the following meanings when used in this Mortgage:

**BORROWER.** The word "Borrower" means any and all persons and entities signing the Note.

**EVENT OF DEFAULT.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**GRANTOR.** The word "Grantor" means LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain Trust Agreement dated April 10, 1988 and known as trust number 52504SK. The Grantor is the mortgagor under this Mortgage.

**GUARANTY.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**INDEBTEDNESS.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**LENDER.** The word "Lender" means LASALLE BANK NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**MORTGAGE.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**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 real property, interests and rights, as further described in this Mortgage.

**TRUSTEE.** The word "Trustee" means LASALLE BANK NATIONAL ASSOCIATION, whose address is 3044 ROSE ST, FRANKLIN PARK, IL 60131, and any substitute or successor trustees.

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MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION, TRUST NO. 52504SK

LASALLE BANK NATIONAL ASSOCIATION, Trustee of LASALLE BANK NATIONAL ASSOCIATION, TRUST NO. 52504SK and not personally

By Deborah Berg TRUST OFFICER Authorized Signer

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS ) ) SS COUNTY OF COOK )

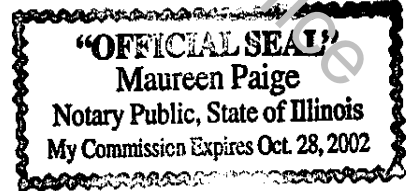
On this 23rd day of January, 2001 before me, the undersigned Notary Public, personally appeared Deborah Berg, TRUST OFFICER of LaSalle Bank National Association

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Maureen Paige Notary Public in and for the State of Illinois

Residing at 3044 Row St. Franklin Park, IL 60131

My commission expires 10-28-02



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INVESTIGATION REPORT  
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