

UNOFFICIAL COPY 001126920

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2001-11-30 12:18:21
Cook County Recorder 35.00

RECORDATION REQUESTED BY:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140



WHEN RECORDED MAIL TO:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140

SEND TAX NOTICES TO:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140

FOR RECORDER'S USE ONLY

17047145
cm

This Mortgage prepared by:

Loan Operations
First American Bank
80 Stratford Drive
Bloomington, IL 60108

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 \$100,000.00.

THIS MORTGAGE dated November 16, 2001, is made and executed between FIRST AMERICAN BANK, not personally but as Trustee on behalf of TRUST NUMBER F89-119, DATED MARCH 22, 1989 (referred to below as "Grantor") and First American Bank, whose address is P.O. Box 307, 201 S. State Street, Hampshire, IL 60140 (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 March 22, 1989 and known as TRUST NUMBER F89-119, 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:

LOTS 14 AND 15 IN BLOCK 1 IN THE ORCHARD'S CRAWFORD CHURCH SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9411 KEYSTONE AVENUE, SKOKIE, IL 60076. The Real Property tax identification number is 10-15-214-007-0000 AND 10-15-214-008-0000.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the

BOX 333-CTI

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MORTGAGE (Continued)

Loan No: 55902079170

Page 4

Grantor, on the Credit Agreement.

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 Credit Agreement.

CREDIT AGREEMENT. The words "Credit Agreement" mean the credit agreement dated November 16, 2001, with credit limit of \$100,000.00 from Borrower 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 Credit Agreement is a variable interest rate based upon an index. The index currently is 5.500% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following maximum rate. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is December 1, 2011.

GRANTOR. The word "Grantor" means FIRST AMERICAN BANK, not personally but as Trustee under that certain Trust Agreement dated March 22, 1989 and known as trust number F89-119. The Grantor is the mortgagor under this Mortgage.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement 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 First American Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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 FIRST AMERICAN BANK, ^{not personally but solely} whose address is 218 W. MAIN STREET, DUNDEE, IL 60118, and any substitute or successor trustees.

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MORTGAGE
(Continued)

Loan No: 55902079170

Page 5

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

GRANTOR:

TRUST NUMBER F89-119

FIRST AMERICAN BANK, Trustee of TRUST NUMBER F89-119

Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

Not personally but solely as

By: [Signature] V.P.
Authorized Signer for FIRST AMERICAN BANK

Attest: [Signature] A.V.P.

WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

[Signature]
MERRILL H. GREENBERGER, Individually

x [Signature]
BARBARA GREENBERGER, Individually

11126920

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MORTGAGE
(Continued)

Loan No: 55902079170

Page 6

TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

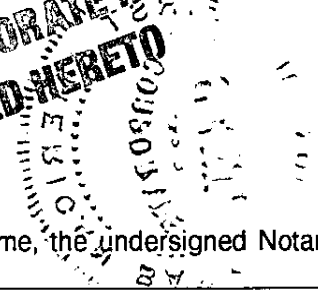
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the _____ and acknowledged the _____ to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

SEE CORPORATE NOTARY ATTACHED HERETO



INDIVIDUAL ACKNOWLEDGMENT

11126920

STATE OF Illinois

COUNTY OF Cook

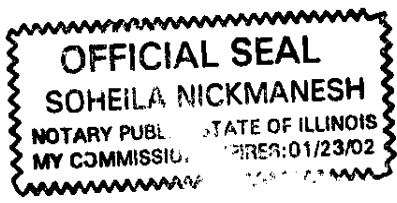
On this day before me, the undersigned Notary Public, personally appeared **MERRILL H. GREENBERGER** and **BARBARA GREENBERGER**, to me known to be the individuals described in and who executed the Waiver of Homestead Exemption, and acknowledged that they signed the Waiver of Homestead Exemption as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of November, 2001

By [Signature] Residing at Skokie

Notary Public in and for the State of Illinois

My commission expires 1/23/02



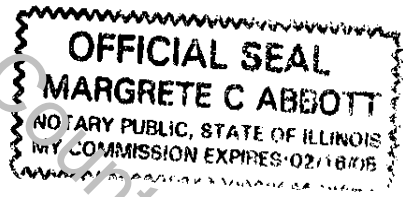
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STATE OF ILLINOIS)
) SS:
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALEX J. BERESOFF personally known to me to be a Vice President of First American Bank, an Illinois banking corporation, and KATHLEEN MONTANO, personally known to me to be an Assistant Vice President of First American Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Vice President and Assistant Vice President said corporation they signed the foregoing instrument of their own free and voluntary act and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26th day of November, 2001.

Margrete C. Abbott
Notary Public



Notary Public of Cook County Clerk's Office

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Exculpation of Trustee

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.