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MORTGAGE

THIS MORTGAGE (the "Security Instrument") is given effective as of August 31, 1993. The mortgagor HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, Barrington, Illinois, as Trustee under Trust Agreement dated June 24, 1993 and known as Trust No. 11-4876 ("Borrower"). This Security Instrument is given to GRACE SCHURECHT, as Trustee of the Grace Schurecht Revocable Declaration of Trust, dated April 30, 1987, whose address is 20 North Freeman, Barrington, Illinois 60010 ("Lender"). Borrower is indebted to Lender in the principal sum of Two Hundred Twenty Nine Thousand Five Hundred Dollars (\$229,500.00). This debt is evidenced by Borrower's Installment Promissory Note, dated August 31, 1993 (the "Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced by Lender to protect the security of this Security Instrument; and (c) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers do hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF

Address: 440-446 Lakeshore Street, Barrington, Illinois 60010 RECORDING 127.00
 PIN: 01-02-202-040 . T8666 TRAN 1471 12/01/94 10:52:00
 . 46255 + LC * - 04 - 009401
 . COOK COUNTY RECORDER

TO HAVE and to HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof unto the Lender in fee simple.

AND Borrower covenants with the Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has good right and lawful authority to convey said land as aforesaid; that Borrower will make such further assurances to perfect the fee simple title to said land in the Lender as may reasonably be required; that Borrower hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said Borrower shall (i) pay unto Lender the amount due and owing pursuant to the Note and (ii) perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants of this Security Instrument, then this Security Instrument and the estate hereby created, shall cease, terminate and be null and void.

AND Borrower hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in the Note and this Security Instrument, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land fully insured in a sum of not less than Two Hundred Twenty Nine Thousand Five Hundred Dollars (\$229,500.00) in a company or companies acceptable to the Lender, the policy or policies to be held by, and payable to, said Lender, and in the event any sum of money becomes payable by virtue of such insurance the Lender shall have the right to receive and apply the same to the indebtedness hereby secured,

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accounting to Borrower for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Lender because of the failure of Borrower to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and this Security Instrument, or either; to perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants set forth in the Note and this Security Instrument or either. In the event Borrower fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and this Security Instrument, or either, the Lender may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Illinois.

IF any sum of money herein shall not be paid within ten (10) days after notice of a monetary default has been sent by Lender to Borrower, and the monetary default shall not be cured, or if within thirty (30) days after prior notice from Lender to Borrower each and every one of the agreements, stipulations, conditions and covenants of the Note and this Security Instrument, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and this Security Instrument, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Lender become and be due and payable, anything in the Note or herein to the contrary notwithstanding. Failure by the Lender to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under the Note or this Security Instrument accrued or thereafter accruing.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, and each and all of the representations, covenants, undertaking and agreements herein made on the part of Borrower, while in form purporting to be the representations, covenants, undertaking the agreement by Borrower, are not for the purpose or with the intention of binding Borrower personally, but are made and intended for the purpose of binding only those portions of the trust property specifically described herein, and this instrument is executed and delivered by Borrower and not in its own right, but solely in the exercise of the powers conferred upon it in its capacity as Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or be enforceable against the Borrower on account of this Security Instrument or on account of any representation, covenant, undertaking or agreement of Borrower in this Security Instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed that Borrower will act and is acting only at the express direction of its beneficiary. In the event of conflict between the terms of this paragraph and of the remainder of this Security Instrument or any question of apparent liability or obligation resting with Borrower, this exculpatory provision shall be controlling.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument as of the day and year first above written.

HARRIS BANK BARRINGTON N.A., not personally but solely as Trustee under Trust

HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION

No. 11-4876

By: _____
SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF

BY: Roseann T. O'Hara
Roseann T. O'Hara, Land Trust Officer
ATTEST: Richard P. Spicuzza

RICHARD P. SPICUZZA, SR. V.P. & TRUST OFFICER

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SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 6/24/93, and known as Trust no. 11-4876 (hereinafter "The Trust") in the exercise of the power and authority conferred upon and vested in it as such trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the trust and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligation or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

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State of Illinois)
) SS.
County of Cook)

I, ~~the undersigned~~, a notary public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that Roseann T. O'Hara, Land Trust Officer and RICHARD P. SECUTTA, SR. V.P. & TRUST OFFICER as officers of HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the document as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of August, 1993.



Constance M. Doyle
Notary Public

THIS INSTRUMENT WAS PREPARED BY: Barbara Condit Canning, Pretzel & Storffer, Chartered, One South Wacker Drive, Suite 2500, Chicago, Illinois 60606-4673, (312) 346-1973.

RECORDER'S BOX NO.: 239

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EXHIBIT A

LEGAL DESCRIPTION

THE EAST 100 FEET OF LOTS 12 AND 13, EXCEPT THE SOUTH 12.76 FEET OF SAID LOT 13 AND THAT PART OF LOTS 12 AND 13 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 12, 100 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOTS 12 AND 13, 94.50 FEET; THENCE NORTH WESTERLY 64.53 FEET; THENCE NORTH EASTERLY 64.53 FEET TO THE PLACE OF BEGINNING, ALL IN OTIS ADDITION TO BARRINGTON OF PART OF THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS:

WHICH SAID PROPERTY IS ALSO DESCRIBED AS:

- PARCEL 2-A: THE NORTH 30.50 FEET OF THAT PART OF LOT 12 OF THE AFOREMENTIONED DESCRIPTION;
- PARCEL 2-B: THE NORTH 46.50 FEET, EXCEPT THE NORTH 30.50 FEET OF THAT PART OF LOT 12 IN THE AFOREMENTIONED DESCRIPTION;
- PARCEL 2-C: THAT PART OF LOT 12 IN THE AFOREMENTIONED DESCRIPTION, EXCEPT THE NORTH 46.50 FEET, AND THE NORTH 8.86 FEET OF THAT PART OF LOT 13 IN THE AFOREMENTIONED DESCRIPTION;
- PARCEL 2-D: THAT PART OF LOT 13 IN THE AFOREMENTIONED DESCRIPTION, EXCEPT THE NORTH 8.86 FEET AND EXCEPT THE SOUTH 12.76 FEET;

ALL IN OTIS ADDITION TO BARRINGTON OF PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

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