

UNOFFICIAL COPY

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1998-12-17 12:17:29
Cook County Recorder 33.50



08147376

MORTGAGE

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MORTGAGE

THIS MORTGAGE, made as of December 8, 1998, between the John Family Trust U/T/A dated March 20, 1970, 222 North LaSalle Street, Chicago, Illinois 60601 (herein referred to as "Mortgagee"), and American National Bank and Trust Company, as Trustee under Trust Agreement dated July 7, 1998, and known as Trust No. 12426805 (herein collectively referred to as "Mortgagor"),

WITNESSETH:

THAT, WHEREAS Mortgagor is justly indebted to Mortgagee, in the principal sum of One Million Dollars (\$1,000,000.00) which indebtedness is evidenced by a certain note of Mortgagor dated December 8, 1998, in said principal sum (the "Note"), made payable and delivered to Mortgagee, in and by which Mortgagor promises to pay the said principal sum and interest as described in the Note with a final payment of the balance due on January 1, 2028, and all of said principal and interest being made payable at the office of Mortgagee at 222 North LaSalle Street, Chicago, Illinois 60601, or as the Mortgagee may, from time to time, in writing appoint.

NOW, THEREFORE, Mortgagors, to secure the payment of the said principal sum of money and said interest, in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by Mortgagors to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, do by these presents MORTGAGE and CONVEY and WARRANT unto Mortgagee, its successors and assigns, the real estate, and all of their estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois, which has the address of 8 Lakewood, Glencoe, Illinois and is legally described in Exhibit A attached hereto and made a part hereof (herein referred to as the Premises") subject to: general real estate taxes not yet due and payable; building, zoning and other applicable laws, rules and regulations; easements of

record; covenants, conditions and restrictions of record on the date hereof; and matters that would be disclosed by an accurate survey of the Premises,

TOGETHER with all rights, privileges, interest, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Premises if located therein or thereon, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagors or their successors or assigns shall be considered as constituting part of the Premises.

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

1. Mortgagors shall (a) promptly repair, restore or rebuild the Premises and improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagors may pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep the Premises insured against loss or damage by fire, lightning or windstorm, and such other hazards as Mortgagee may require, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, for the benefit of the holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall, upon Mortgagee's request, deliver all policies, including additional

- and renewal policies, to Mortgagee, and in case of insurance about to expire, shall, upon Mortgagee's request, deliver renewal policies not less than ten (10) days prior to the respective restoration or repair of the premises damaged.
4. In the event of the sale of the Premises, Mortgagee, at its option, may declare the whole of the principal sum of the Note hereby secured remaining unpaid together with accrued interest thereon, immediately upon written notice to Mortgagors due and payable.
 5. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable within thirty (30) days after receipt by Mortgagors of notice of said additional indebtedness. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagors.
 6. Mortgagee, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
 7. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
 8. Mortgagee has no duty to exercise any power herein given unless expressly obligated by the terms hereof, nor shall it be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.
 9. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.
 10. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, their respective heirs, executors, administrators, successors and assigns.

11. Mortgagee, at its sole option, reserves the right to extend, modify or renew the Note secured hereby at any time and from time to time. This Mortgage shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage nor release Mortgagors from liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, agreements evidencing same shall not be necessary and need not be filed.
12. Additional principal payments may be made at any time without premium or penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Mortgagee shall otherwise agree in writing.
13. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Any such application of proceeds to principal shall reduce proportionately the amount of the monthly installments required under the Note.
14. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
15. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
16. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagors provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagors at the Premises or at such other address as Mortgagors may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by regular mail, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagors as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagors or Mortgagee when given in the manner designated herein.
17. It shall be an immediate default hereunder if (a) any installment under the Note secured hereby is not paid when due and remains unpaid after five (5) days' written notice to Mortgagors, (b) without the prior consent of Mortgagee, either Mortgagor shall transfer any interest in the Premises, or (c) either Mortgagor defaults under any obligations contained in the Note or this Mortgage. In the event of default, Mortgagee may, at Mortgagee's option, declare all sums evidenced by the Note and secured hereby to be immediately due and payable. Mortgagee may exercise this

option to accelerate during any default by either Mortgagor regardless of any prior forbearance. If suit is brought to collect on the Note or to foreclose this Mortgage, Mortgagee shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

WITNESS the hand and seal of Mortgagors the day and year first above written.

American National Bank and Trust Company, as Trustee U/T/A dated July 7, 1998, and known as Trust No. 12426805

By: [Signature]
Its: TRUST OFFICER

ATTEST:

[Signature]
Its: ASSISTANT SECRETARY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Property of Cook County Clerk's Office

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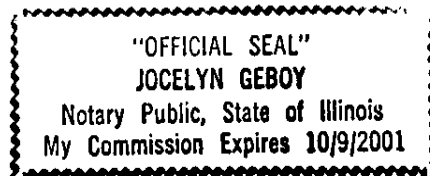
STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and state aforesaid, do hereby certify that the above-named ~~TRUST OFFICER~~ ANBSCO President and Assistant Secretary of ANBSCO, (a national banking corporation,) (an Illinois banking corporation,) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~TRUST~~ 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 as the free and voluntary act of said Bank, 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 Bank did affix the corporate seal of said Bank to said instrument as own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of December, 1998.

Joelyn Geboy
Notary Public

My Commission expires:



Address of Property: 8 Lakewood, Glencoe, Illinois

Permanent Index Number: 05-06-404-069-0000

This instrument was prepared by and after recording please return to K. O. Meehan, Gould & Ratner, 222 North LaSalle Street, Suite 800, Chicago, Illinois 60601.



LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON STAKE ON THE NORTHERLY LINE OF CENTRAL AVENUE IN THE VILLAGE OF GLENCOE, ILLINOIS, A DISTANCE OF 508.45 FEET FROM THE NORTHEAST CORNER OF CENTRAL AVENUE AND SHERIDAN ROAD (WHICH SAID STARTING POINT IS THE SOUTHWESTERLY CORNER OF LOT 5 OF OWNERS SUBDIVISION OF PART OF SECTIONS 5, 6 AND 7 IN SAID TOWNSHIP AND RANGE ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 1901 IN BOOK 81 OF PLATS, PAGE 11); RUNNING THENCE ON THE NORTHERLY LINE OF CENTRAL AVENUE NORTH 57 DEGREES, 10 MINUTES EAST A DISTANCE OF 220 FEET TO AN IRON STAKE; THENCE RUNNING NORTH 32 DEGREES, 50 MINUTES WEST AT RIGHT ANGLES TO THE CENTER LINE OF CENTRAL AVENUE, 100 FEET TO A STAKE; THENCE NORTH 8 DEGREES, 12 MINUTES WEST A DISTANCE OF 110.1 FEET TO AN IRON STAKE; THENCE SOUTH 57 DEGREES, 10 MINUTES WEST PARALLEL TO THE CENTER LINE OF CENTRAL AVENUE A DISTANCE OF 203.63 FEET TO A STAKE IN THE WESTERLY BOUNDARY LINE OF SAID LOT 5; THENCE SOUTH 27 DEGREES, 25 MINUTES EAST FOLLOWING THE WESTERLY BOUNDARY OF SAID LOT 5, A DISTANCE OF 17.9 FEET; THENCE SOUTH 37 DEGREES, 56 MINUTES WEST A DISTANCE OF 32 FEET; THENCE SOUTH 2 DEGREES, 17 MINUTES WEST A DISTANCE OF 53 FEET; THENCE SOUTH 32 DEGREES, 50 MINUTES EAST A DISTANCE OF 128.15 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTH WESTERLY 50 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE EXTENDED OF SAID PREMISES) ALL IN COOK COUNTY, ILLINOIS.

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