## **UNOFFICIAL COPY**

WARRANTY DEED IN TRUST ADDRESS OF GRANTEE 50 NORTH BROCKWAY PALATINE, ILLINOIS 60067

24 007 905

Tr Form 2

1977 JUL 12 M1 9 36 JUL-12-11 405750 4 21:007905 4 A --- Rec The above space for recorder's use only

10.0

THIS INDENTURE WITNESSETH, That the Grantor Joseph A. O'Brien, a bachelor

of the County of

and State of Illinois for and in consideration

and valuable considerations in hand paid. Convey

Dollars, and other good unto PALATINE and warrant NATIONAL BANK, .o'at ne, Illinois, a national banking association, as Trustee under the provisions of a

trust agreement date the 14th day of June 19 77 known as Trust Number

2117. the rell bying described real estate in the County of Cook and State of

Illinois, to-wit: SEE RIDER ATTACHED AND MADE A PART HEREOF:

SEE FILE IT ATTACHED AND MADE A PART HEREOF:

UNIT NO. XI-C-2 AS DELINE FOR ON THE SURVEY OF PART OF THE FOLICWING THE WEST 334.79 PRET OF THE SOUTH WEST 1/4 OF THE HORTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 HORTH RESCE 10 HAST OF THE TRIRD PRINCIPAL MERIDIAN, LYENG NORTH OF THE CENTER LINE OF RAID ROAD, ALL IN COOK
COUNTY, HILINOIS, WHICH SURVEY IS ATTACHED AS ECCHBIT 'A' TO DECLARATION
OF CONSOMINUM OWNERSHIP AND OF PAGE ENTS, PRETRICTIONS AND COVENANTS FOR EATHWIN COURT CONDUMINTUM MADE BY PURENT BANK AND TRUST COMPANY, AN

THE CHOIS BANKING CORPORATION, AS TRUSTED UNDER TRUST AGREEMENT DATED GROOM 2, 1972 AND KNOWN AS TRUST NUMBER (210-916 RECORDED IN THE OFFICE Grober 2, 1972 AND KNOWN AS TRUST NUMBER 7210-916 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY INLINETS, AS INCUMENT NO. 27 104743; TOOTHER WITH A PERCENTAGE OF THE COMMON REMEMBERS APPRICAMENT TO SAID UNIT AS SET FORM IN SAID DECLARATOR, AS AMEDIED FROM TIME TO THES, WHICH PERCENTAGE SPAIL AUTOMATICALLY CHARGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS THE SAME ARE PILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON MEMBERS AS SUCH AMENDED DECLARATIONS, ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DESMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF FACE SUCH MEMBERS DED DECLARATION AS TROUGH CONVEYED HEREBY, IN COOK COUNTY, ILLITIOES ALJO

PAISTED 2

**250079**05

MADEMENT APPURCENANT TO AND FOR THE BENEFIT OF PARCEL I AS SUT FORTH IN THE DECLARATION OF PASEMENTS MADE BY MIDWEST BANK AND TRUST COMPANY AS THUSTPE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1972 AND KNOWN IS TRUST NUMBER 7210-916 RECORDED DECEMBER 20, 1972 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLIANOIS, AS DOCUMENT NO. 22163193, ALL IN COOK COUNTY, INJUNOUS

## **UNOFFICIAL COPY**

And the said grantor hereby expressly waive S and release S any and all right or henefit under and virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from the on execution or otherwise. "THIS INSTRUMENT WAS PREPARED B(Sea!) T. J. Tals Grath PALATINE NATIONAL BANK 50 North Brockway r. Prairie Palatine, Illinois 60067 | Cook | ss. Embossed hereon is my Cook County,

Market .

( real)

MAIL TO:

Form 9035 BFC

PALATINE NATIONAL BANK

50 North Brockway Palatine, Illinois 60067

Illinois Notary Public Seat

Commission Expires Oct 8 198

F RECORDED DOCUMEN

## UNOFFICIAL COPY

gor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgage shall not incur personal liability because of anything it may do nomit to do hereunder;

- (2) The course event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagor may, witout notice to the Mortgagor, deal with successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to suc or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby
- (3) That time is at the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of cridic, so rifthe property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of sair property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgage is hereby underized and empowered, at its option, and without affecting the lien hereby created or the priority of said hen or any right of the fundage hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and sell Mortgagor and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and sell have the substantial than the substantial than
- 4. When the indebtedness bereby see ,ed shell become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclise, he lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense; which may be paid or incurred by or on behalf of Mortgagee for attorneys' lees, appraiser's fees, outlays for documentary and expense; which may be paid or incurred by or on behalf of Mortgagee for attorneys' lees, appraiser's fees, outlays for documentary and expense; which may be paid or incurred by or on behalf of Mortgagee for attorneys' lees, appraiser's fees, outlays for documentary and expense; which may be paid or incurred by more documentary and expense; which may be estimated as to items to be expended after entry of the decree) of a rocurring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and the servances with respect to title as Mortgagee may deem to be reasonably necessary entre to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and sale with a paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and any apable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) ary pro-ciding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defende in, by reason of this mortgage or any indebtedness kentely secured; or (b) preparations for the commencement of any suit for the foreel sure neceof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any accuracy, refrese thereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actually a hreatened suit or proceeding which might affect the premises
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, it under the terms hereof; second, all other items which under the terms hereof constitutive careful indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest containing unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rigits may appear.
- Mortgagor, the bers, legal representative or assigns of the Mortgagor, as their rights hav appear.

  6. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after ale, vithout notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and wit four regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgage may the pendency of acceptance of the premises of said premises during the pendency of acceptance with a forecaster such and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redem that or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect sector that, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control management and operation of the premises during the whole of said period. The court from time to time may authorize the receive to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for closic this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, plot ided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every othe righ or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right or Mortgage, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the miscinne gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights for obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortaneous and gagor and the Mortgagee;

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersinged or

paid under the terms of the terest in accordance with	ie note secured hereunder,	Whenever the Mo shall give written	tle shall have the right to ad ortgagee, or its successors or notice specifying the new ri	assigns, shall increase th	he rate of in-	
	REOF, each of the under	signed has hereunt	o set his hand and seal this	8th day of	July	
AD. 18377.	[[]]	/		$\alpha$ , $\beta$		
anniN	allano	(SEAL)	Junda C.	alixander	(SEAL)	
/ JAMES I	I. ALEXANDER	£	A LINDA C.	ALIEXANDER COLF		
		(SEAL)			(SEAL)	2 01
State of Illinois	)	377 JU	Lolg 7 41, 9,36 110	27936 4 A	Bac Tr	13.6
County of Cook	) SS )	OUL IL II .				
		, a Notary Public in and for said County,				
1, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
m the still bill how			II. ALEXANDER and			ſe,
marsantely known to it.	HEREBY CERTIFY th	at JAMES persons whose name	H. ALEXANDER and	LINDA C. ALEXA	NDER, his wi	7
considered to the to the	HEREBY CERTIFY the technique same person or ping the same person or ping the squared be	at JAMES persons whose name afore me this day i	II. ALEXANDER and no or names are no person and acknowledged	LINDA C. ALEXA	NDER, his wi	(e, 24)
substituted to the Armood	HEREBY CERTIFY the factor of particular to the factor of t	at JAMES persons whose name afore me this day i	H. ALEXANDER and	LINDA C. ALEXA	NDER, his wi	7
hati on the property of the contraction of the cont	HEREBY CERTIFY the factor of particular to the factor of t	at JAMES persons whose name fore me this day in the and voluntary	II. ALEXANDER and the or names are in person and acknowledged y act, for the uses and purp	INDA C. ALEXA that they coses therein set forth, in	NDER, his wi	7
untermed temp Armold and and an armold the a	HEREBY CERTIFY the factor of property of the same person or property of the same person of the same of	at JAMES persons whose name fore me this day in the and voluntary	II. ALEXANDER and the or names are in person and acknowledged y act, for the uses and purp	I that thoy coses therein set forth, in A.D	NDER, his wi	7
hati on the property of the contraction of the cont	HEREBY CERTIFY the factor of property of the same person or property of the same person of the same of	at JAMES persons whose name of the series of	H. ALEXANDER and the or names are in person and acknowledged y act, for the uses and purpoday of July	INDA C. ALEXA that they coses therein set forth, in	NDER, his wi	7
miscretic temporal in a manufacture of the Arport in a manufac	HEREBY CERTIFY the factorist same person or property of the factorist section of the factorist s	at JAMES persons whose name of one this day is free and voluntaring the second voluntaring voluntaring the second voluntaring volunta	II. ALEXANDER and se or names are in person and acknowledged y act, for the uses and purpoday of July  Notary Public	I that thoy coses therein set forth, in A.D	NDER, his wi	7
personal attention to its substitute in the subs	HEREBY CERTIFY the factorist same person or property of the factorist section of the factorist s	at JAMES persons whose name afore me this day in free and voluntary	H. ALEXANDER and the or names are in person and acknowledged y act, for the uses and purpoday of July	I that thoy coses therein set forth, in A.D	NDER, his wi	7