

UNOFFICIAL COPY Mortgage

85323167

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned FIRST NATIONAL BANK OF LAGRANGE

a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated November 8, 1985 and known as trust number 2609, hereinafter referred to as the Mortgagor, does hereby Mortgage and Convey to

BANK OF HICKORY HILLS

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit:

All of Lot 6 and that part of Lot 5, in Schless Industrial Park, being a subdivision in the South Half of the Northeast Quarter of the Southwest Quarter of Section 18, Township 33 North, Range 13 East of the Third Principal Meridian, more particularly bounded and described as follows:

Beginning at the Northwest corner of Lot 5 and running thence South along the West line of Lot 5 a distance of 140 feet to the Southwest corner of Lot 5; thence East along the South line of Lot 5 a distance of 88.51 feet to a point; thence North along a line parallel with the West line of said Lot 5 a distance of 100 feet to a point; thence Northwesterly a distance of 36.18 feet to a point; thence Westerly on a curve having a radius of 45 feet convex to the South whose tangent at this point is perpendicular to the last described line an arc distance of 76.07 feet to the point of beginning in Cook County, Illinois.

Permanent Tax Numbers: 19-18-303-022 Volume: 397 (Affects Lot 6)

6853 W. 60th Place Chicago, Ill.

19-18-303-027 (Affects Part of Lot 5)

85323167

\$192,000.00 bears interest and is payable to Mortgagee as more fully described therein, and which Note will mature as provided therein but in no event later than November 23, 1995.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter on said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemption, or any parties in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be filed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act. (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof. (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

(b) In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee agrees at upon this obligation sums sufficient to pay said items at the same or less and the same payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

(c) This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances at the rate of 18% per annum.

(d) That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will pay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the rate of 18% per annum shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of 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 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, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

(e) That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

(f) That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding MORTGAGOR'S OPTION TO PURCHASE, the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

T.T. 846528 11 T

85323167

UNOFFICIAL COPY

44000 (10/80) 30 MORT Standard Contract Form of NCH and Assignment of Mortg... Standard Promissory Instrument

HICKORY HILLS, IL. 60457  
7800 W. 95th St.  
Bank of Hickory Hills  
Sharon Bonaguro

DEPARTMENT OF REVENUE  
JUNE 21, 1985

Notary Public  
December, 12th day of  
A.D. 19 85

THIS INSTRUMENT WAS PREPARED BY: *W.M.H. TO.*

GIVEN under my hand and Notarial Seal, this 12th day of December, 1985, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Vice & Trust Officer of First National Bank of LaGrange, personally known to me to be the Asst. V.P. of said corporation, and Ruth Dedek, Asst. Vice President of said corporation, 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 such officers they signed and delivered the said instrument as such officers of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF COOK  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Vice & Trust Officer of First National Bank of LaGrange, personally known to me to be the Asst. V.P. of said corporation, and Ruth Dedek, Asst. Vice President of said corporation, 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 such officers they signed and delivered the said instrument as such officers of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.

ATTEST:  
*[Signature]*  
Asst. Vice President  
First National Bank of LaGrange  
BY: *[Signature]*  
Asst. Vice President and Trust Officer

12th day of December, A.D. 19 85.  
I, O. and Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. V.P. Secretary, this

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President, Secretary, this 12th day of December, A.D. 19 85.  
First National Bank of LaGrange  
Asst. Vice President and Trust Officer  
BY: *[Signature]*  
Asst. Vice President and Trust Officer  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Vice & Trust Officer of First National Bank of LaGrange, personally known to me to be the Asst. V.P. of said corporation, and Ruth Dedek, Asst. Vice President of said corporation, 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 such officers they signed and delivered the said instrument as such officers of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.

85323467

That if all or any part of the property or any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagee, excluding the sale or transfer of the property or any interest therein to a bona fide purchaser for value without notice...

That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the time hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage...

This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured...

THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof...

(2) To pay when due and before any penalty attaches thereto all taxes, special taxes, local assessments, water charges, and sewer service charges against said property...

(3) The performance of all of the covenants and obligations of the Mortgagee, as contained herein and in said Note

TO HAVE AND TO HOLD the said property, with and including, improvements, fixtures, appointments, appurtenances, and equipment, and with all the rights and advantages hereunto belonging, unto said Mortgagee for ever, for the uses hereon set forth...

TO SECURE the payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing even date herewith in the principal sum of One Hundred Ninety Two Thousand and 00/100 Dollars

192,000.00 Dollars which Note, as more fully described therein, and which Note will mature as provided therein but in no event later than November 23, 1995.

which Note will mature as provided therein but in no event later than November 23, 1995.

as any of the foregoing may from time to time be amended, is herein called the "Note"

in substitution or exchange therefor, and which Note, together with all notes issued

491323258

TT 1 805948 S18

Office 2609

UNOFFICIAL COPY

Mortgagee shall have waived such option to be deemed in lieu of the interest in the property... Mortgagee shall release Mortgagor from all obligations under this mortgage and the instrument securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby...

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property...

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien...

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received...

J. All assessments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupation of said property, or any part thereof...

K. That upon the commencement of a foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises...

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith...

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage...

N. The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which release or releases shall not impair in any manner the validity or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signor, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is hereby understood and agreed that nothing herein or in said note contained shall be construed as attaching any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or of any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder...

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its T.O. and Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. V.P. Secretary, this

12th day of December, A.D. 19 85.

ATTEST: [Signature] Assistant Vice President Secretary BY [Signature] Vice President and Trust Officer

STATE OF Illinois ) ss. COUNTY OF Cook ) I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia T. Sikora,

personally known to me to be the Vice & Trust Officer First National Bank of LaGrange, a corporation, and Ruth Dedek, Asst. Vice President Asst. V.P. Secretary of said corporation, 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 such officers they signed and delivered the said instrument as such officers of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal, this 12th day of December, A.D. 19 85

THIS INSTRUMENT WAS PREPARED BY: MAIL TO: Sharon Bonaguro Bank of Hickory Hills 7800 W. 95th St. Hickory Hills, Il. 60457 [Notary Seal]

UNOFFICIAL COPY

0 0 0 1 1 4 5 7

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.00  
T#1111 TRAN 3251 12/13/85 15:02:00  
#5298 # A \*-85-323467

85323467  
85323467

6 -

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE