

UNOFFICIAL COPY

Box 403

Mortgage

Loan No. 91-235435-02

(Corporate Land Trustee Form)

86008192

THIS INDENTURE WITNESSETH: That the undersigned
LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION
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 OCTOBER 18, 1985 and known as trust number
110437
hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK
in the State of ILLINOIS, to wit:

Parcel 1:

Lot 4 in Maple Hill Subdivision of part of Block 49 in Village of Winnetka in Section 20 and Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, September 20, 1921, as Document No. 7271187;

Also

Parcel 2:

That part of the North 50 feet of the South 174 feet of Block 49 lying North of the North line of Ash Street in Winnetka a Subdivision of the North East 1/4 of Section 20 and Fractional North 1/2 of fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows:
Beginning at the intersection of the North line of said South 174 feet of said Block 49 with the Westerly line of Maple Street and running thence West along the North line of said South 174 feet 149.85 feet to its intersection with the West line of Lot 4 in Maple Hill Subdivision of the North 200 feet of said Block 49 thence Southerly along the West line of said Lot 4, of Maple Hill Subdivision .56 of a foot to the South West corner of said Lot 4 thence East along the South line of said Lot 4, 3.42 feet to its intersection with a line 60 feet North Easterly from as measured at right angles to the South Westerly line of said Block 49 thence South Easterly along a line 60 feet North Easterly from and parallel with as measured at right angles to the South Westerly line of said Block 49, 14.65 feet thence East parallel with the North line of said South 174 feet of Block 49, 40.76 feet thence North Easterly 15.8 feet to its intersection with a line 4.56 feet South of as measured at right angles to the North line of said South 174 feet of East along a line 4.56 feet South of and parallel with the North line of said South 174 feet, 84.54 feet Westerly line of Maple Street thence Northerly along the Westerly line of Maple Street 4.57 feet to the point of beginning, in Winnetka, in Cook County, Illinois.

Tax # 05-21-121-006 K -

My address 420 Maple St. Winnetka

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14.00

Property of Cook County Clerk's Office

DEPT-01 RECORDING
T#4444 TRAN 0144 01/08/86 09:21:0
#1776 # D * 86-008192

86 008192

Box 403

MORTGAGE

LA SALLE NATIONAL BANK
TR NO. 110437 DTD. 10-18-85

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
426 MAPLE ST
WINNETKA, ILLINOIS 60093

Loan No. 01-22415-02

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liability insurance and such other insurance as the Mortgagee may require. The Mortgagee shall not be bound by any agreement extending the term of this...

THE MORTGAGOR COVENANTS:

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

(2) Any advances made by the Mortgagee to the Mortgagee or its successor in title for any purpose, at any time before the renewal and cancellation of...

(3) (a) The payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing even date herewith in the principal sum of...

TO SECURE

TO HAVE AND TO HOLD the said premises with said buildings, improvements, fixtures, furnishings, apparatus and equipment, and with all the rights...

26180099

Property of Cook County Clerk's Office

[Handwritten signature or mark]

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Box 403

MORTGAGE

LA SALLE NATIONAL BANK
TR NO. 110437 HTU. 10-18-85

to

MAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
426 MAPLE ST
WINNETKA, ILLINOIS 60093

Loan No. 01-35435-02

Property of Cook County Clerk's Office

86 008192

DEPT-01 RECORDING \$14.00
T#4449 TRFN 01/08/86 09:21:00
#1776 # D * 86-008192

14.00

PTy address 426 Maple St - Winnetka

UNOFFICIAL COPY

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K That upon the commencement of any 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, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

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, 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 of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

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 partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, 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 expressly understood and agreed that nothing herein or in said note contained shall be construed as creating 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 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, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to

be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Asst.

Secretary, this 4TH day of NOVEMBER, A.D., 1985

LA SALLE NATIONAL BANK

As Trustee as aforesaid and not personally

ATTEST:

[Signature]
Asst. Secretary

[Signature]
Asst. Vice President

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, the undersigned, Alicia Yanez a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK

personally known to me to be the Asst. Vice President of LA SALLE NATIONAL BANK

a corporation, and William N. Dillon personally known to me to be the Asst.

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 4TH 5TH day of NOVEMBER December, A.D. 1985

[Signature]
Notary Public

MY COMMISSION EXPIRES 8-9-89

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

86008192

of said premises without affecting the mortgagee's right to enforce the mortgage... All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the mortgagee...

1. 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 shall be forthwith applied by the mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby...

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 hereon secured or the lien of this mortgage, or any litigation to which the mortgagee may be made a party on account of the debt hereon secured...

F. That in the event the ownership of said property or any part thereof, shall be transferred to a person other than the mortgagee, or in the event there is an assignment of the beneficial interest in said property, the mortgagee may, without notice to the guarantors of the note hereon secured, or to the mortgagee, deal with such successors or assignees in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagee...

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...

B. In order to provide for the payment of taxes, assessments, mortgages, and other annual charges upon the property securing this indebtedness, and other taxes, the mortgagee is authorized to apply to the mortgagee for the proceeds of any insurance covering such destruction or damage to the property...

10. To appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage...

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