

86054118 UNOFFICIAL COPY

11 00

Dated this 21st day of October A.D. 1985 Loan No.

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

HARRIS BANK ROSELLE, An Illinois Corporation, as Trustee under the provisions of a Trust Agreement dated June 2, 1977 and known as Trust #10265

of the Village of Roselle County of DuPage , State of Illinois,

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

BLOOMINGDALE STATE BANK a corporation organized and existing under the laws of the State of Illinois or to its successors and assigns, hereinafter referred to as the Mortgagee, the following real estate situated in the

County of Cook in the State of Illinois, to wit:

B

Lot 6 in Country Club Estates, a subdivision in the East 1/2 of the Northeast 1/4 of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 6, 1927 as Document 9,800,533 in Cook County, Illinois.

PNT #02-18-202-001
Vacant Property

TOGETHER with all buildings improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, door coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every kind, nature and kind, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such and all rights and benefits of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagor forever, for the uses herein set forth free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therin contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

Eighty Thousand and No/100----- Dollars (\$ 80,000.00).

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or his successors in title for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of

Eighty Thousand and No/100----- Dollars (\$ 80,000.00).

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

THIS MORTGAGE is executed by the Harris Bank Roselle 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 Bank, 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 principal or interest notes contained shall be construed as creating any liability on the said party of the first part or on said Bank personally to pay the said principal notes 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 said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Bank personally are concerned, the legal holder or holders of said principal and interest notes 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 principal note, provided,

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereby affixed, and has caused its name to be signed to there presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written.

HARRIS BANK ROSELLE

Trustee as aforesaid.

STATE OF ILLINOIS }
 } 88.
COUNTY OF DU PAGE }

By *James G. Roche*
 Vice-President - Trust Officer
 Attest: *Beth D. Magruder*
 Assistant Secretary

I, the undersigned, A NOTARY PUBLIC in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President - Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Association, personally known to me to be the said persons whose names are subscribed to the foregoing instrument as such Vice-President - Trust Officer 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 Association, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this... 21st day of October 1985.

Notary Public

86054118

UNOFFICIAL COPY

86054119

116 ECD-8 PN 1:21

BLOOMINGDALE STATE BANK
First and Lake, Bloomingdale, Ill.
284-0709

Mortgage

To

Scantley L. Anderson
Bloomingtondale Street
114-118 East Lake Street
Bloomingtondale, Illinois 60108

Book 15

Prepared by and mailed to:
Recorder's Stamp:

Scantley L. Anderson
Bloomingtondale Street
114-118 East Lake Street
Bloomingtondale, Illinois 60108

of the Recorder of Deeds of DuPage County, Illinois, is this instrument acknowledged and recorded by L.W. Scantley, a single woman of the age of twenty-one years, who is of sound mind, of sound body and of sufficient understanding to make her acts voluntary, intelligible and judicious, and in full knowledge of the contents hereof, and the nature of the transaction to which it relates, and of the consequences of such transaction.

(c) That each party herein has been advised of the contents of this instrument and has had the opportunity to ask questions concerning the same and has had full opportunity to review the same before signing the same.

(d) That the parties have read this instrument, and are familiar therewith and fully understand its purport, and that they have signed this instrument freely and voluntarily without being induced or compelled to do so by any person.

(e) That each party has been furnished with a copy of this instrument.

(f) That the signature of each party on this instrument is his/her true signature.

86054119

(g) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(h) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(i) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(j) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(k) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(l) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(m) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(n) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(o) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(p) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(q) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(r) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(s) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(t) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(u) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(v) That this instrument creates a valid and enforceable obligation between the parties to the intent expressed in the same.

(w) That the parties are desirous of entering into this instrument to establish a valid mortgage upon the above described property to secure payment of the sum of \$60,000.00 principal amount, plus interest at the rate of six percent per annum from the date of recording until paid in full, and that the parties desire that this mortgage be subordinate to any existing or future mortgage, trust deed, or other security interest held by any person or persons against the above described property.

(x) That the parties desire that the above described property be released to them when the amount due under the instrument is paid in full, and that the parties further desire that the instrument be reconveyed to the parties to whom the same was given when the amount due under the instrument is paid in full.

(y) That the parties further desire that the instrument be reconveyed to the parties to whom the same was given when the amount due under the instrument is paid in full.

(z) That the parties further desire that the instrument be reconveyed to the parties to whom the same was given when the amount due under the instrument is paid in full.

(aa) That the parties further desire that the instrument be reconveyed to the parties to whom the same was given when the amount due under the instrument is paid in full.

A. THE GOVERNANTS, CONSIDERATION AND ASSUMPTIONS RECORDED TO ON PAGE 1 (the reverse side of this instrument)