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First National Bank of Lincolnshire
Land Trust
Mortgage

DEPT-91 RECORDING \$11.25
TRN 5941 05/22/86 12:36:00
#9604 # A *-86-205170

Prepared by:
Sharon Zukowski
One Marriott Drive
Lincolnshire, IL 60015

For above space for RECORDER'S USE ONLY

THIS INDENTURE made this May 5, 1986, witnesseth that the undersigned
Independent Trust Corporation, not personally but as Trustee under the provisions

of a Deed of Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 4/23/86

and known as Trust Number 346, hereinafter referred to as the Mortgagor, does hereby convey and mortgage to First National Bank of Lincolnshire, a National Banking Association, having an office and place of business in Lincolnshire,

Illinois hereinafter referred to as the Mortgagor, the following real estate situated in the County of Cook - State of Illinois to wit
LOT 7 IN BLOCK 6, BEING A SUBDIVISION OF BLOCKS 1 TO 31 BOTH INCLUSIVE, OF W.B. WALKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits, out of every nature, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagor forever for the uses and purposes 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 Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The sum of a certain amount due and payable to the order of the mortgagor, evidenced by the Mortgagor's Note of even date herewith in the Principal sum of **FIFTY THOUSAND AND NO/100**

Dollars (\$50,000.00) with **XMM** payment of principal on **Demand**, together with interest as follows and all renewals, extensions or modifications thereof:

(1) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of _____ per cent per annum and after maturity at the rate of _____ per cent per annum.

(2) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of **First National Bank of Lincolnshire** for its successive plus **3.0** per cent per annum over the said prime lending rate and after maturity at the said prime lending rate plus **8.0** per cent per annum over the said prime lending rate provided however that said interest rate of even note shall be less than **9.0** per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(3) Future Advances. Upon request of Mortgagor, Lender at Lender's option prior to release of this Mortgage may make Future Advances to Mortgagor. Such Future Advances with interest thereon shall be secured by the Mortgage when evidenced by promissory notes stating that said notes are secondarily. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ **None**.

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 Mortgagor, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee 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 Trustee 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 Mortgagor and by every person now or hereafter claiming any right in security hereunder, and that so far as the said trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the promises hereby conveyed for the payment thereof, in 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to the day and year last above written.

Independent Trust Corporation

As Trustee

CORPORATE SEAL

GARY J. IRWIN
VICE-PRESIDENT AND
TRUST OFFICERHAROLD JOSEPH
TRUST OFFICER
Attest: LAUREL W. O'LEARY
ASSISTANT TRUST OFFICERSTATE OF ILLINOIS
COUNTY OF **COOK**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above named officers of the **INDEPENDENT TRUST
CORPORATION**, Grantor, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such officers 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 at the free and voluntary act of said Company for the uses and purposes therein set forth, and the said officers then and there acknowledged that the said officers, as successors of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and at the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **19** day of **MAY** 19**86** **5th** Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
3717 W. Montrose Chicago Reference ENRIQUEZ (JPP)
Place in Recorder's Box XMAIL TO First National Bank of Lincolnshire
No. One Marriott Drive, Lincolnshire, IL 60015

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and *samples*, whether of non-such persons as have received the note of this moratorium, or of any other person who has been held longer than the period mentioned herein and who has not yet been released.

Being progressively reserved by the Mortgagee and the Debtor and all provisions hereof shall continue in full force, the right of recourse against all such persons because, and their liability and the Mortgagor, make and keep him liable for payment of all sums so received by the Mortgagee.

ment of taxes and assessments on the premises. No such deposit shall bear any interest.

15. The mortgagee shall periodically inspect the property to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and sufficient to the party incorporating same in its action to recover the amount due thereon.

whole or in part of: (1) The indebtedness secured hereby, or by any decree correcting any defect in this mortgage, or in any other instrument in writing purporting to be a mortgage or security agreement, or in case of a sale and delivery.

Mergers/gains, during the full statutory period of such reorganization, would be recorded in control "Gains and losses from mergers/gains" and all other powers which may be necessary or the result in such cases for the exercise to some may, without limitation, be recorded in "Other expenses" to apply the net income in the period in which the merger/gain occurs.

or insolvability of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or character of the same shall be then collected by the sheriff, trustees and partners of mortgagors of not, and due preference may be given to such receiver during the presidency of such receiver as in case of a sale and a de-

baggage, higher fees, legal responsibilities or penalties, as their rights may appear.

33. The procedure to my procedure are as follows:
34. The first procedure is to pay attention to the following points:

(c) Preparation for the defense of any territory shall be discontinued and suspended by the government as soon as the emergency ceases.

several features secured hereby and unmodified due and payable, with interest thereon, at the post maturity date or at the option of the holder to exercise whereupon to pay to the holder the amount of such rights to exercise whether or not

Police forces, Torrens certificates, and similar titles to title in most cases will be held pursuant to such decree by necessary procedure to protect the value of the property. All expenses and expenditures of the nature mentioned shall become so much additional compensation for the little

To reinforce the link between research and practice, the Institute of Management Accountants (IMA) has developed a series of publications designed to help accountants and managers understand the practical implications of accounting concepts and theories.

10. When the independentee hereby agrees to the Motorcaragors hereinafter set forth, he shall become subject to acceleration or deceleration by either party to the agreement, as the case may be.

9. Mortgagors shall pay Morgagee and his heirs or devisees for any damage to the property caused by the acts or in the course of carrying out the conditions of the mortgage.

8. The Mortgagee may require the Borrower to pay over to it any amount due or payable by the Borrower to the Lender under the Mortgagethat is in arrears or in default of payment.

considered as a waiver of any right accruing to the plaintiff in consequence of any default or non-delivery on the part of the defendant.

any legal action for negligence, including suits by patients or their families for damages resulting from medical errors or malpractice. All medical expenses paid for any of the purposes described by Medicare is taxed as a deductible expense.

7. In case of default delivery, central government policies set less than ten days prior to the respective dates of expiration.

cost of repairing the same will be paid by the injured party. In full the indemnities will be limited to the amount of damage suffered by the injured party.

6. Mortgagors shall keep all underwritten and approved documents and instruments now or hereafter furnished by the lender in connection with the making of the mortgage loan and shall not do anything which would impair the value of the property mortgaged.

Aggrieved party may bring suit by reason of the imposition of any tax on the issuance of the note secured hereby.

4. If, by the laws of the United States or of the state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of any notes or bonds issued to hold harmless or to pay such taxes, the manner of collecting such taxes, and the method of applying the same to the payment of such taxes, shall be determined by the Mortgagor.

minimum amount of time needed to receive payment for services rendered. However, it is the responsibility of the physician to determine whether or not the patient has the ability to pay.

the mortgagee's right to sue for payment of the debt or for damages for non-payment, or for specific performance of the contract for the sale of the property.

recipients thereof, to prevent certain motorcarriers from being liable under the Motor Carrier Act for damages which may result from the negligent or wanton conduct of their drivers.

no mandatory contributions in said premiums except as provided by law or pursuant to ordinance.

4 line of charge or the premises (5) complete within the ten years after the date of the grant of planning permission; (6) mak
5 premises; (7) completely within the boundaries of buildings now or at any time in existence or erection; (8) mak
6 premises; (9) all requirements of law as to municipal ordinances which respect to the premises and the use thereof; (10) mak
7 premises; (11) reasonable building by the person entitled to the premises; (12) any building by the person entitled to the premises;

1. More stages or shall (1) promptly repeat, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged for the foregoing; (2) keep said buildings in good condition and repair, without waste, and free from mechanical obstructions for the foregoing; (3) pay certain due charges which may be incurred by other lesors for the use of their premises in common with the lessee.