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UNOFFICIAL 3COPY :



MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 10

THIS INDENTURE, made August 12, 1986, between Melrose Park National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 80., 1986 and known as Trust Number 6889; Anastasios Ioanno Deligiannis; Georgia Anastasiou Deligiannis; Alex J. Deligiannis; and Bessie Deligiannis, jointly and severally (collectively, the "First Party") and Hark Developers, Inc. (the "Mortgagee"). , 1986 and known as Trust Number 9889; Anastasios Ioannou

HARK DEVELOPERS, INC.
THAT, WHEREAS, First Party has, concurrently herewith, executed and delivered to the Mortgagee, an installment Note bearing even date herewith in the principal sum of Two Hundred Thousand and No/100ths (\$200,000.00) Dollars, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the first Party promises to pay the said principal sum in monthly installments of principal and interest as follows: \$1,678.39 Dollars or more on the 1st day of October, 1986, and \$1,678.39 on the 1st day of october, 1986, and \$1,678.39 on the 1st day of the date hereof (the "Maturity Data"), with a final payment of the balance due, including any accrued and unpoid interest on the Maturity Data. "The Note bears interest from the date hereof (on the payment of the balance from the date hereof (on the payment) balance from the date hereof (on the payment). from the date levery (on the principal balance from time to time unpaid), at the rate of nine (9.0) percent per annum. Each of said monthly installments of principal shall four interest after default at the rate of 15.0 percent per annum, and all of said principal and interest shall be payable at such address as the holders of the Mole may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Hark Developers, Inc., 855 Mobile, Naperville, Illino's (0540. All payments on account of the indebtedness evidenced by the Installment Note secured hereby shall first be applied to interest on the unpaid principal balance and then to principal applied to interest on the unpaid principal balance and then to principal.

NOW, THEREFORE, First Party, in order to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mirtiage trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, alien and convey unto the Mortgagee, its successors and assigns, that certain described Real Estate situate, lying and being in the Counties of Cook and DuPage, in the State of Illinois, as more specifically described on Exhibit A attached

ALL REFERENCES IN THIS MORTGAGE TO "TRUST DEED" STALL BE DEEMED TO MEAN "MORTGAGE" AND ALL REFERENCES TO "TRUSTEE" SHALL DE DEEMED TO MEAN "MORTGAGEE".

which with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, at a all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply that, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), streens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing exclediated to be a part of said read estate whether physically attached thereto or not and it is agreed that all similar apparatus, equipment or articles and except the premises of assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the tasks Tractory its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

TO HAVE AND TO HOLD the premises unto member that the forth.

It is further understands that be fully paid, and in case of the failure of first Party, it; successors or assigns to: (a) I can ptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become darraged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not as pressly subardinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises uperior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to thusbes at to holders of the notes; (d) complete within a reasonable time any building and building and or at any time in process of eraction upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making particular and the process of eraction upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making particular and the process of eraction upon said pay special assessments, water charges, were service charges, and other charges against the promises when due, and upon written request, to lumbit to written ordinates of law or duplicate receipts therefor; (h) pay in full under protect, in the manner provided premises insured against lass or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurface companies of moneys sufficient either to pay the cost of replacing or repairing the same or top any in full the indebtedness secured hereby, all in companies satisfactory to the holders of the none, under insurance policies payable, in case of loss or Mortgage or

	1101080000		
THE P	MAIL TO:		FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE See attached Exhibit A
B.	BLACE IN RECORDER'S DEFICE BOY NUMBER	15 (muc)	

CT&T Land Trust Mortgagor - Secures One Instalment Note with Interest in Addition to Payment. R. 11/75

MA. DO HEREBY

nking Association

All references in this worth set "Trust wet shill be deemed to mean "Mortgagee." hean "Mortgage" and **all**

damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policity and to deliver all policies, including additional and renowal policies, to holders of the note, and in case of incurance about to expire, to deliver issue with policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee of the holders of the note may, but need not, make full or partial properties of the interest of the note of the holders of the note on the prior partial notes of principal or precedent of the note of the properties of the note of the

not actually commenced.

5. The proceeds of any foreclosure as's 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitut' secured indebtedness additional to that evidenced by the note, with interest thereof as herein provided; third, all principal and interest remaining unrels on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may

appear.

6. Upon, or at any time after the filing of r bit to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either bif so or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then very led as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the sents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and efficiency, during the full statutory psyclod of recomplian, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of rich receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the projection, opicion, the court from time to time may authorize the receive to apply the net income in his hands in payment in whole or in past of (a) The indebtedness secured hereby, or by any decree foreclosing this true of documents and profits and access thereto shall be permitted for that missings or the holders of the note shall have the right to inspect the remmises at all reasonable times and access thereto shall be permitted for that missings.

, through or under them.

Corporate Seal

introse.

B. Tiustee has no duty to examine the title, location, existence, or exadition of the premises, nor shall Trustee be obligated to record this trust deed onto exercise any power herein given, unless expressly obligated by the to, in the continuous continuous expressions herein given.

BEOSE

9. Trustee shall release this trust deed and the lien thereof by proper instrume a upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and delive a contained the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may execute and delive a contained to the representation Trustee may accept as true without inquiry. Where release is requested to record the approximation of the produce of the product of the

recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are selected shall be Successor in Trust. Any successor in Trust hereunder shall have the identical title, pure 500 outhouts as are herein given Trustee.

11. Before releasing this trust deed, Trustee or successor their receive for its services a fee as determined by its rate schedule in effect when the release Delect is issued. Trustee or successor their receive for its services a fee as determined by its rate schedule in effect when the release Delect is issued. Trustee or successor their receives of the services a fee as determined by its rate schedule in effect when the release Delect is issued. Trustee or successor their receives of this trust deed, the "Trust, And Trustees Act" of the State of Illinois of the service of the service and their receives the service of the service of the service of the service that the service of th

Melrose Park National Bank

This Trust open and vested in it as after Trust company, not personally but as Trustee as aforess d, in the exercise of the power and pauthority conferred upon and vested in it as after Trustee and said Chindred Fills and Trustee and Trustee and Southority to execute this instrument), and it is expressly understood and agreed that nothing herein or in taid not on a source of the power and exercise any liability on the said of the personal personally to pay the siad note of a fact that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all understability, if any, being expressly waived by Trustee and by every person now of hereafter claiming any right or security hereunder, and that so far as here indebtedness, accruing hereunder shall look solely to the preprises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in agriculture to the preprises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and interest properties to be signed by its individual repairs of the proprise of binding that herein described property, and subject the manner properties to be signed by its Assistant Secretary, the day and year first above written.

The propose of binding the herein described property, and subject the manner properties to the contrary notwithstanding, that a properties to the contrary notwithstanding, that herein described property, and subject the properties of the lien hereby properties to the contrary notwithstanding, that herein described property, and subject the properties of the lien hereby properti

press condition, anything hursin to the contrary notwithstanding, that no personal liability or responsibility is assumed by the MELROSE PARKENATION TOWNED TOWNED BARK, by virius lighter, all such personal liability, if any height BANK Trustco, as a foresaid and not personally. DNAL BANK, by virtue lighter, all such persons lisbility, if any polytic pressly welvod and released by all other paties hereto, and those craming WHT VICE-PRESIDENT

ANT SECRETARY See Additional Signatures on Afrached Signature

	and the second s
COUNTY OF ILLINOIS COUNTY OF GOOSE	I, the undersigned, a Notary Public in and for each County, in the State of CERTIPY, THAT BATBATA J. Karg
	Vice President of MELROSE PARK NATIONAL BANK, A National and JOHNNE M. Pievitz
20 100 600	ASST. Secretary of said Beng http://www.tome.tome.to
32 6	ASST: Secretary, respectively, appeared before me this day in persistant they signed and delivered the said instrument as their own free and voluntary and to said Sank as Trustee as aforesed at the uses and
K B	forth; and the said. ASSE: Secretary, has an extraorable nowledged that of the corporate less of said make, this said the conservations of said thank his/her num fires and voluntary like and as the free mits voluntary said of said storage and purposes therein set forth. 12th.
	August A.D., 19 86

MLT39-8 8-7-86

RIDER ATTACHED TO AND MADE PART OF THAT CERTAIN JUNIOR MORTGAGE DATED 3/12, 1986 BETWEEN
MELROSE PARK NATIONAL BANK AS TRUSTEE, U/T/A DATED
JULY 30, 1986, TRUST NO. 5889, ANASTASIOS IOANNON
DELIGIANNIS, GEORGIA ANASTASIOU DELIGIANNIS, ALEX J.
DELIGIANNIS, AND BESSIE DELIGIANNIS

- THIS RIDER supplements and modifies the provisions of the Junior Mortgage described in the caption of this Rider and together therewith constitutes one Junior Mortgage. In the event of any inconsistency between the provisions of this Rider and the provisions of the Junior Mortgage, the provisions of this Rider shall, in all cases, prevall and all conflicting provisions in the Junior Mortgage shall be deemed celeted. All terms defined in the Junior Mortgage and used in this Rider shall have the same definition as set forth in the Junior Mortgage.
- No withstanding anything herein contained, whether express or implied, to the contrary, Mortgagee and the holder or holders of the Note, from time to time, for themselves and their successors and assigns, covenant and agree that all of their rights and powers under this Junior Mortgage are subordinate and subject to the rights of the mortgagee under that certain first mortgage (the "First Mortgage") dated provided the mortgage under that certain first mortgage (the "First Mortgage") dated provided the mortgage under that certain first mortgage (the "First Mortgage") dated provided the mortgage under the mortgage u
- 3. Mortgagor covenants and agrees to comply, on a timely basis, with all of the terms and provisions of the First Note and First Mortgage as long as said First Note and First Mortgage are in effect and unreleased. Any default under the First Note and/or First Mortgage shall also constitute a default under this Junior Mortgage and the Installment Note secured hereby (the "Note"). Mortgagor shall immediately notify the holder of the Note, in writing, of any notice which Mortgagor receives from the holder of the First Note, of any default under the First Note and/or First Mortgagor default under the First Note and/or First Nortgage.
- It shall be an immediate default hereunder if, without the prior written consent of the holder of the Note, Mortgagor shall (a) create, effect, consent to, or enter into, any contract for sale, or shall suffer or permit any conveyance, encumbrance, sale, assignment, transfer or alienation of all or any part of the real property encumbered hereby, regardless of whether or not any such contract for sale, or such conveyance, encumbrance, sale, assignment, transfer or alienation, occurs voluntarily, involuntarily, by operation of aw or otherwise; (b) create, effect, consent to, or cause any conveyance, sale, transfer or assignment of the beneficial interest in the Melrose Park National Bank's Trust No. 5889; or (c) encumber the real property which is encumbered by this Mortgage with any other liens, claims, or encumbrances; provided, however, that the foregoing prohibitions of this paragraph shall not apply to (i) liens securing the indebtedness evidenced by the Note; (ii) liens for real estate taxes and assessments which are not yet delinquent; (iii) the lien of the First Mortgage; (iv) a transfer by demise, descent or by operation of law upon the death of a joint tenant; and (v) the grant of any leasehold interest in the real property encumbered hereby, provided that such grant is in the ordinary course of Mortgagor's ownership and operation of such real property and that such grant does not contain or include an option to purchase the real property encumbered hereby.

Property of Cook County Clerk's Office

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5. In the event of a default under the Note or this Junior Mortgage, then the holder of the Note secured hereby may, at its option, declare all the sums secured by this Junior Mortgage to be immediately due and payable.

6. During the term hereof, and on or before each anniversary date of the execution hereof, Mortgagor shall furnish the belder of the Note with financial statements (certified by the Mortgagor as being true, accurate and correct), covering Mortgagor's operation of the real property encumbered hereby during the immediately preceding twelve (12) hearth period.

- 7. This Junior Mortgage and all provisions hereof, shall extend to, and be binding upon, Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor," when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Junior Mortgage. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note it used.
- 8. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Junior Mortgage, in its own behalf and on behalf of each and every person (except decree or judgment creditors of the Mortgagor), acquiring any interest in, or litle to, the premises encumbered hereby subsequent to the date of this hortgage.

IN WITNESS WHEREOF, Mortgagor has executed this Rider to Junior Mortgage, this <u>11</u> day of August, 1986.

Precented and delivered by the MELROSE PARK NATIONAL PAIR, or the strainfictual capacity, but actely in the capacity herein described the outgoin of binding the herein described property, and subject to the course condition, anything herein to the contrary notwithstanding, that he was not all this participant billing in assumed by the MELROSE PARK NATIONAL PARK, by virtue hereof, all such personal liability, if any being spready scaled and released by all other parties herein, and those claiming by, through or under them.

metrose fark national bank, not perspinally, but as Trustee aforesaid by:

DO Tunty

ts: / Abasatant Secretary

Anastasios Joanna Doyigiannis

George Anistasion De Volannis

Alex O. Do Igiannis

Bessie Deligiannis

Property of County Clerk's Office

Prepared By and After Recording, Return to:

Suzanne Bessette-Smith, Esq. Nagelberg & Resnick, P.C. 200 South Wacker Drive Suite 2975 Chicago, Illinois 60606

For Addresses of Property Encumbered Hereby and Corresponding Real Estate Tax Index Numbers, see Exhibit A Attached Hereto. Property of Cook County Clark's Office

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AND SESSION

700 - 250 - 270 - 270 - 271 - Property of Cook County Clerk's Office

STATE OF /1/insis)
COUNTY OF COOK) SS.
I, MRRY T. CHERIFALDA, a Notary Fiblic in and for said County and State, do hereby certify that Anastasios Icannon Deligiannis personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has read and signed said instrument and that the statements contained therein, and each thereof, are true.
Noting Public Torbrielede.
My Term Expires: April 10, 1989.
STATE OF Lines SS. COINTY OF COOK SS. I PORY + CASES a Notary Public in and for said County and State, To hereby certify that Georgia Anastasiou Deligiannis personally known to me to be the same person whose name is subscribed to
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has read and signed said instrument and that the statements contained therein, and each thereof, are true. Notary Public My Term Vixpires:
STATE OF Illinois) COUNTY OF COOK SS.
I, HARRY & CHARLELIARS Notery Public in and for said County and State, do hereby certify that Alex J. Deligiannis personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has read and signed said instrument and that the statements contained therein, and each thereof, are true.
My Term Expires: (12 (10, 1989)
STATE OF Ilinois) COUNTY OF Cook SS.
State, do hereby certify that Bessie Deligiannis personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has read and signed said instrument and that the statements contained therein, and each thereof, are true.
Notary Charledo,
My Torm Bipires: (Brio 10, 1989



86373092

UNOFFICIAL, CORY.

STATE OF PURE SOLUTION SS.
COUNTY OF SS.
a Notary Public, in and for said County in the State aforesaid, do hereby certify that on behalf of MELROSE PARK NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated, 1986, and known as Trust No. 5889,,
Given under my hand and notarial seal, this day of <u>August</u> , 1956.
Notary Public Cordona
Notary Public
My Term Expires: 4/29/ 90
and as the free and voluntary act of said association, as such Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal, this day ofaugust, 1956. Auaure Ordered Notary Public My Term Expires:4/29/40

B.S.

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UNOFFICIAL COPY, ...

LEGAL DESCRIPTIONS:

144th and Wentworth, RIVERDALE, ILLINOIS

Lots 23 and 24 in Block 67 in Ivanhoe, Unit 3, being Branigm: Brothers Subdivision of part of the North half of the Southeast Quarter and the North half of the Southeast Quarter and the South half of the Mortheast Quarter of Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers:

29-04-408-030

(Affects Lot 24)

Volume: 196

978-80 North Northwest Highway, PARK RIDGE, ILLINOIS

Lot 6 (excepting therefrom that part thereof bounded and described as follows: Beginning at the intersection of the Northeasterly line of said Lot with the North line thereof; thence West on said North line 20 feet; thence Southeasterly to a point on the Northeasterly line Aforesaid 10 feet Southeasterly of the place of beginning; thence Mortheasterly to the place of beginning) in Dale D Sheets Co.'s 1st Addition to Pine Haven, being a subdivision of part of the North East 1/4 of Section 27, Township 41 North, Range 12 Lare of the Third Principal Meridian in Cook County, Illinois according to the plat thereof recorded June 22, 1929 as Document 466598.

The title to the subject property has open registered under "An Act Concerning Land Titles", commonly known as the Torrenz Jot.

Permanent Tax Number: 09-27-200-026

Volume: 094

4240-48 Main Street, DOWNERS GROVE, ILLINOIS
LOTS 1, 2 AND 3 IN BLOCK 8 IN LITTLEFORD'S SUBDIVISION OF PART OF NORTHWEST
QUARTER OF SECTION 5, TONWSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1925
AS DOCUMENT 190965, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NO.: 09-05-115-015

319-331 Schmale Road, CAROL STREAM, ILLINOIS
LOT 1 OF HARK DEVELOPERS DIVISION OF LOT 1 IN N.J.R. RESUBDIVISION OF LOT 3
IN REED'S SUBDIVISION OF PART OF THE SOUTH ONE-HALF (1/2) OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT OF SAID HARK DEVELOPERS DIVISION RECORDED FIEBRUARY 25, 1974
AS DOCUMENT R74-8569, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-04-309-001

DEPT-01 RECORDING \$17.00
T#3333 TRAN 4013 08/25/84 12:25:00
#0040 # A *-84-373692
COOK COUNTY RECORDER A

86373092

Property of Coot County Clert's Office