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SECOND UNOFFICIAL COPY

Loan No. _____
MORTGAGE

87543864

THE ABOVE SPACE FOR RECORDER'S USE ONLY
AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO

THIS INDENTURE, made September 25, 1987, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally, but as Trustee under agreement dated October 1, 1984, and known as Trust No. 62400 (herein referred to as "Mortgagee") and First State Bank & Trust Company of Park Ridge an Illinois Banking Corporation, doing business in Park Ridge, Illinois, (herein referred to as "Mortgagor.")

WITNESSETH

THAT WHEREAS Mortgagor is justly indebted to Mortgagee in the sum of Five Hundred Thousand and no/100 dollars (\$ 500,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the order of the Mortgagee and delivered, by which Note Mortgagor promises to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of one per cent (1.00 %) per annum over Prime Rate* at the office of Mortgagee in Park Ridge, Illinois, in successive installments of one on principal plus interest on the unpaid balance, beginning December 1, 1987 and on the same date of each thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on December 1, 1987, with interest on the principal after maturity/default at five percent (5.00%) per annum over Prime Rate* together with all costs of collection, including attorneys' fees, upon default (hereinafter referred to as "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitation of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See EXHIBIT A attached hereto

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee 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 for heating, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, linoleum, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagee or its successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns forever, for the purposes herein set forth. This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagor to keep the premises in repair, insured and free of liens and to pay and discharge all taxes and assessments, provide for tax and insurance deposits, for such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagor and those claiming through it.

In the event Mortgagors sell or convey the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagors or co-signers, or upon the death of any co-signer, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
This mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO or on any of its beneficiaries under said trust agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.

AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO At Trustee as aforesaid and not personally,
BY _____ (Executive) (Assistant) (Vice President) (Trust Officer)
Attest _____ (Executive) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS
COUNTY OF COOK
I, KAREN E. BURNS
SS. a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
J. MICHAEL WHELAN

(Executive) (Assistant) (Vice President) (Trust Officer) of American National Bank and Trust Company of Chicago and (Executive) (Assistant) (Vice President) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice President) (Trust Officer), and (Executive) (Assistant) (Vice President) (Trust Officer), 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant) (Vice President) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (Executive) (Assistant) (Vice President) (Trust Officer) (Vice President) (Trust Officer) (Vice President) (Trust Officer) and as the free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of September, 1987.

This Document Prepared By: Eugene A. Bensinger, Vice President
First State Bank & Trust Co. 61 Park Ridge

NAME FIRST STATE BANK & TRUST CO.
OF PARK RIDGE
607-611 DEVON AVENUE
PARK RIDGE, ILLINOIS 60068
RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1356 N. Dearborn St.
Chicago IL 60610
-87-543864

Prime rate is defined as that of First State Bank & Trust Company of Park Ridge as determined from time to time.



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Property of Cook County Clerk's Office

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19. MORTGAGEE'S WAIVER TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATE AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBJECT TO THE MORTGAGE...

17. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagor at the time of the completion of the construction of the premises...

16. The Mortgagee shall have full and complete authority to employ workmen to erect and complete the construction of the premises...

15. All covenants, conditions and provisions of this mortgage shall be subject to the provisions hereof...

14. The Mortgagee shall have the right to sell the premises in whole or in part...

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would be a good and valid defense to the enforcement of the lien...

12. The Mortgagee shall not at any time initiate upon, or bind, or be bound by, any lien, claim, or other interest...

11. Upon or at any time after the filing of suit to foreclose this mortgage, the Court in which such suit is filed may appoint a receiver of the premises...

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

9. When the indebtedness hereby secured shall become due and payable, the Mortgagor shall have the right to foreclose the lien hereof...

8. The Mortgagor shall have the right to prepay the principal amount of this mortgage at any time and from time to time...

7. Mortgagee making any payment hereof shall be deemed to have paid the same to the holder of the Note...

6. In case of default hereof, the Mortgagor shall be deemed to have authorized the Mortgagee to take any action which may be necessary to protect the premises...

5. Mortgagee's election to foreclose shall be deemed to have been made at the time of the filing of the foreclosure action...

4. Mortgagee may collect a late charge equal to one percent (1%) of the unpaid balance of the indebtedness hereof...

3. The Mortgagor is granted to make prepayments on principal of the Note...

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note...

1. Mortgagee covenants and agrees to pay said indebtedness and the interest thereon as herein and in said Note or in any other instrument...

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PIN #: 17-04-217-051-0000 TP NLC B S 2

COMMON ADDRESS: 1356 N. DEARBORN ST., CHICAGO, IL 60610

That part of Lots 1, 2, and 3, taken as a tract, in Borden and others Subdivision of Lot 15 (except the North 47 10/12 feet) in Bronson's Addition to Chicago in the East 1/2 of the North East 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the South East corner of said tract, and running thence North on the East line of said tract, for a distance of 22.07 feet for a point of beginning, thence West along a line drawn to a point on the West line of said tract, for a distance of 149.58 feet, thence North along a line of said tract, for a distance of 22.56 feet North of the South West corner of said tract, for a distance of 149.58 feet, thence North along the West line of said tract, for a distance of 15.92 feet, to a point 41.48 feet North of the South West corner of said tract, thence East along a line 41.48 feet North of and parallel to the South line of said tract, for a distance of 88.58 feet, thence North for a distance of 1.92 feet to a point 43.4 feet North of the South line of said tract, thence Easterly along a line drawn to a point on the East line of said tract 43.09 feet North of the South East corner of said tract, for a distance of 61 feet, thence South along the East line of said tract, for a distance of 21.02 feet to the point of beginning.

Land: The North 3 feet of the West 25 feet of the following described

Easement for the benefit of Parcel 1 as created by deed from Dean Harris and Anna U. Harris, his wife, to Warren R. Hedden and Constance H. Hedden, his wife, dated October 22, 1951, and recorded November 2, 1951, as document number 15207823 for passageway over the following described land:

PARCEL 2:

That part of Lots 1, 2 and 3 taken as a tract in Borden and others Subdivision of Lot 15 (except the North 47 10/12ths feet) in quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the South East corner of said tract, and running thence North on the East line of said tract, for a distance of 43.09 feet for a point of beginning; thence North on the East line of said tract for a distance of 21.77 feet to the North East corner of said tract; thence West along the North line of said tract for a distance of 149.58 feet to the North West corner of said tract; thence South along the West line of said tract for a distance of 23.38 feet to a point 41.48 feet North of the South West corner of said tract; thence East along a line 41.48 feet North of and parallel to the South line of said tract for a distance of 88.58 feet; thence North for a distance of 1.92 feet to a point 43.4 feet North of the South line of said tract; thence Easterly along a line drawn to a point on the East line of said tract 43.09 feet North of the South East corner of said tract for a distance of 61 feet to the place of beginning, in Cook County, Illinois.

PARCEL 1: