# UNOFFICIAL TOTAL 45 4

1987 OCT 22 AM 11: 05

87570054

LAND TRUSTEE MORTGAGE

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1355 hereinafter referred to as the "Mortgagor", does hereby mortgage and convey to Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 3 IN STREAMWOOD GREEN MEADOWS EAST BEING A SURDIVISION IN PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

common address: LOT 3 - 106 RED CEDAR DRIVE, STREAMWOOD, IL 60107

\$16.00

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 therein, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, flor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a pair of said real estate whether physically attached thereto or not): and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lien holders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances and equipment, unto said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure as its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the Mortgagar to the order of the Mortgagee bearing even date herewith in the principal sum of FIFTY THOUSAND EIGHT HUNDRED TWENTY SEVEN AND 50/100 DOLLARS (\$50,527.50), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any late charges due, then interest, and the balance to principal, until said investedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated OCTOSER 15TH, 1987, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged as interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated OCTOSER 15TH, 1987.

#### THE MORTGAGOR COVENANTS:

A: (1) To paid said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof: (2) To pay when due and before any penalty attached thereto all taxes, special assessments, water charges, and sewer charges

1587 OCT 22 AH II: OS

87578054

tempera a develope delivi

entrinos e abbrevento e estrución o 1965 o 1965 o 1965 o 1966 e 1966 e

10.018 var a registrative contractive the service of the residence of the service of the service

man permaka matang lan dalamaka The england that the first that the second the second that the The control of the state of the Alm garette, were The Longitudes The CD Comment of the recollenters transport of the color of the section of the color of the color of the color of the time. energiene i bereit vereier er vist in een registricht de erver gebruik geber bei in die en ver and a firm of a first common and and the same agree of the same states of the same and the same of the same of to many without well of the many of the Sugar or regard (a) The Control of Mark Mark Control of C months thought a secundary to the continue to the Commence of the second of the condition The second control of the control of There have been also as well will a the time of suspention a tale and a series and a series for the oda v na v OIL BOOK OF HARMOOFFEE LATE OF THE , not expenses the difference of the comregard co ra edap ita ानक । रुप्ता अन्य सम्बद्धक । विरुद्ध संक्रु स्वाहित्स <mark>स्व</mark> Lemman Dine & Dine 1889 and rest in the second makes Mark to the market and recent browings on which there is never added were mind on the top significant and the con-See Bellin ed for the least to be done for the committee of Appellor in interesting the feet and a court is contain by any 1 has the safety of the following and ිගැන එස අතමසුද ගෙන සමුව වැඩි මුම්ම

A construction of the property of the contract of the contrac

on is also as a perpending of the description of the description of the analysis of the statement of the second of was a confidence acquired each of rections in the or in ္ ႏိုင္ငံ ႏွင္ငံ ႏိုင္ငံ ႏိ e of the property of a commences who had to represent the manifest of the volver organization in the state of the companies of the companies of the contraction of and a stability of the contraction of the stable of the same of the expect of the expe one was less an any months and was least for infall to a considerable man. The case was a legislation on If years an experience part whether the earlier of the electric each peak of s Countries of the second 使物化 美国海豚基 College of the more more properties to be add to the configure provided that has been concentred for the control of reservation of the exemplate Moserton of a paramom settle security fire pass a conveying ing angright paging became been a trained became and the first extraction of the contraction of the contraction in the contraction of the contract Seed Harrier

CERTAINED PORTE HOR BAY

en ture, in month, an presentate of the modern of the force of an enterprise talket and of the fifty of the color of the c

ាន (១ វ ទស្គមា

. .

# UNOFFICIAL, CORY 5 4

against said property (including those berefore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereunder and to execute and deriver on behalf of the Mortgagor all necessary proofs of loss, receipts, pouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, voychers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, or commence and promptly complete the rebuilding or restoration or buildings and improvements now or hereafter on said premises, unless Mortgajee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic s or other lien or claim of lien not expressly subordinated to the lier nereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit developmen): (8) Not to make, suffer or permit any unlawful use of any nuisance to exist on said property nor to diminish nor impair its value by any act or pmission to act: (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or perm t, without the written permission of the Mortgagee being first had and actained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vencor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment of transfer of any beneficial interest in and to the above numbered trust; (17) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) 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 fees incurred or paid by the Mortgagee in any proceeding in which may be made a party defendant by reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein; mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily shall become so much

#### L EUNOFFICIAL COPY

or leader of the extreme and the forest restrictions of visitors will be a more to be a more profit position.

There the tens is a structure of the forest and the profit is a complete and the profit of the forest restrictions. or out on which intermed, request our resold of 1985 to be reduced agent with 3 to be parameter. In the authorithm of the context of the sold of the context and the Experience of the April 1980. in Allinea conjugate in transfer that we consider the state who in the con-gurar regan relations or dis-See Sel terrepartura (Idaa) ertik in bit impaction to to the partial advisor of the second and property I was an fact a same and if forms are to ever a some it is there are common as new are it is grainfield rud vad sedt altve of kom i kom i kar su artsika pur en udemi dipae, forgerumsti kad on tide taka dada mengalah berdakan kentil abawa menera berna kanceli kenceli meneralah mengalah kentengai bernam pengagba of extitioning action assumes a country for a trace size, it is used a set and a set of e verdice en la compara de la distribución de la compara d Complete by the state of the particular states of the Light to Light . Control to grant from Softer ប្រទេស ទទួលក្រុមប្រជាជ្រុម ខេត្ត អាច្រុសអ្នកម្លាស់ មេសាល់ ប្រទេសបនុស្សមាន ស្ត្រីមួយ សង្សាមមានប្រទេស ប៉ុន្តែ បានអ បានប្រទេស ស្ត្រីមួយមានស្ថាន់ ស្រាស្ត្រ បានប្រែក្រុមប្រជាជាការប្រទេស ស្ត្រីស្រុស ស្ត្រាស់ ស្ត្រាស់ ប្រទេសស្ត្រែយ processes the requestrate and to the declar as making they will and likarralisayinin a sukerinin ka kayarinin di kada a mata kada da ka makinin bisar ya dipinakasinin ka kingali The set that a superior of the first transformation of the second ្រាត្រក្រុមប្រជាព្ធ ប្រធានប្រធានប្រធានប្រធានប្រជាព្ធ ប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រ ក្រុមស្រុសបាល Consider on District បានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប adl sidelaman granden granden ar mammen an area mammen granden granden. In a description of the side of the description and the description of the ് പ്രധാന അവരെ പ്രവിധാന പ്രധാന വരുന്നത്. അത്രയം വരുന്നത്. വരുന്നത്. വരുന്ന വരുന്ന വരുന്നത്. വരുന്ന വരുന്നത്. വര പ്രധാന ത്രോഗ്രയ്ക്ക് വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത് പ്രധാനത്തെ പ്രധാനത്രമുന്നു. പ്രയുത്തെ പ്രധാനത്തെ വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വരുന്നത്. വ ter brokenski skirtigeteres e description of the beauty would be supported in the supported ing and the marking me emil The secretary of the second se and the complete and a horizontal property of a subsequence of and therepart of the bir descent ា ស្វារីជា និង ទាក់ស្នាស់ ខេត្តស្វានិសា ស្វាស្រាន ស្រុក<mark>ស</mark>្ន tente la la desta e lenca de la proposación de la framezante la desta de la mada. La la la frameza (al carenta de sería de la caracta de la la la la la la la la caracta de la mada. Contract reference costs with (A) The content of the content o etigosa hit isa isaba ar makeerina no the has been grown (m) absorbing and other bed occupy. रकोर केलाना केलाव रहा अर केरी भेक कार्य केलावा करकेर कालावा कारणावास कुक्त विकास केलावाला का<mark>त्री</mark> प्रकास केलावा करकेरी केलावास केलावा केलावा केलावा केलावास केलावास केलावास केलावास केलावास केलावास केलावास केला Logical Residence of the content of The second of th ក្រុម មហាក្រុម ស្រែច ប្រជាពលរបស់ ស្រែក្រុម ស្រែក្រុម ស្រែក្រុម ស្រែក្រុម ស្រែក្រុម ស្រុក្ស ស្រុក្ស ស្រុក្ស ស្រ ការស្រុក ស្រុក្ស ស្រុក ស្រុក្ស ស្រុក្ស ស្រុក្ស ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក សម្រេច ស្រុ**ក្សា**រ grownest make make woo verydenightig brack at fear as freedads. मानोत्र किंदर केराकारात्वार सक्ताकेश्वराचे रहीर हेर्डाड रहेल व्यक्तार साहावसीट eneral no desembles a select yes benchelde tea head lock bein de benche de rest expession**ed** al (21) foreins benamen benamen and benche benche dominated benche selection and selection yes and situation of the company of the selection of the se community to determine a select year healthful term but don't THE THEORY OF THE SECTION OF and references as the relative education is and medite companyations and the experience of the street at the opening who incomes the teachers to entresidente de sergitorio ê tinakî keşerindirte û jî katindir. Î Dibî şiyêş evrî ka bi û ûndirin keşerê û jî kina û kişî bi şiyî jî û jî or course to the throughout the bearing of the control of the second may the made of the field of the second of the field of the second of the field of the field

Answered editioners of the second of the second of the second of the edition of the first of the formation of the first of

# UNOFFICIAL GOPY 5 5

additional indebtedness secured by this Mortgagee with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgages shall not incur any personal liability because of anything it may do or omit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part.
- D. That in the event the ownership of said property or any part thereof becomes vestro in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the essence hereof, and if default be made in performance of any coverant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to inforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make any assignment for the benefit of its creditors or if its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, till or interest in said property of any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of prection upon said premises, then and in any of said events, the Mortgace, is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mo. tgagee bereunder, to declare, without notice all sums secured hereby immediately due and payable whether or not such default be remedied by the Mortgagor and apply toward the payment of said Mortgage indebtedness and indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a saie may be made of the premises enmasse without offering the several parts coparately. Tin the event that the ownership of said property, or any part thorouf, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.
- F. That upon commencement of any foreclosure proceeding bereunder, 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 it, $oldsymbol{\omega}$ and without regard to 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 Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and

Page 3 of 6

# . UNOFFICIAL COPY

Provided to the second second second to descript the second to the second second second to the second second second second second to the second second to the second second to the second second second to the second secon

enderen etablika kun die droemen envolumen eenst bevoord in medere end de see gebourd bij et.. und die vappondrote een allegense te enven, derel etame doe ees ambegen englijk heren began mend envon blede is verbourd poerst per een envolg man bij en began men.

E. Theory of a first transfer of the component product of the majority of the component of COLUMB STANDARD STAND And the property and the control of છે. કે કે માટે કે માટે માટે કે માટે કે માર્ચ કે માર્ચ કે માટે માર્ચ કે માર્ચ કોઇ કે માર્ચ માટે કે માટે માટે મા જીકામાં આવે કે કે કે માર્ચ માર્ચ કે માર્ચ કે માર્ચ માર્ચ માર્ચ માર્ચ માર્ચ કોઇ કે કે માર્ચ કે કે માર્ચ માર્ચ મા જીકામાં પ્રમાણ માર્ચ કે જે કે કે કે માર્ચ માર્ચ માર્ચ માર્ચ માર્ચ કે માર્ચ માર્ચ માર્ચ માર્ચ જો કે માર્ચ માર્ય માર્ચ મ ្រុមប្រទេសមានមកស្ថេចប្រជាជ្រាស់ ប្រសាធនា ប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រ Theorem and សេទ្ធិស្សាស់ ប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប Theorem ប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប Theorem អ្នកស្រែម ស្រុមប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធានប្រធ ्रिया कार्याक्ष । हार्च्याच्या कर्मक स्थाप राज्य व्यक्ति to accomply the forebondor of the vision to the side and a side of of New Control (1995) is compressed the first of the companies of the comp the contract with all the accompanies of the contract to the c or made tracking grows from the freedom of books that the direction is easily r to be than I while have mealered him who have he was a consider The Leave Compand draws nations of the read changes of ing in the property of the second of the sec the control of sum to control of the state to conand the company of th

especies in conservation of the enterest condition of the enterest condition in a condition of the enterest of the condition of the enterest of the enterest

# UNOFFICIAL GOPY 4

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 Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it 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 mullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and ascurances with respect to title at Mortgagee may reasonably deem necessary either to prosecute such suit of to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after the occrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor , and the purchaser shall not be obliged to see to the application of the purchase

6. 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 or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or he cafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when eached, and use such measures whether legal or equitable as it may doem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefor when

# UNOFFICIAL COPY

utioner dim vikkemerage vikende i jorithe filmlit i við er þer til þer skovið og þer til þer skovið og þevik eg Cili vikinni eraðja þaðhreði skið eramend í þer þer hægar er kver þer kverke, í þríðgæði skover, í þrí og þeg Í disk þer þer gengið þaði skeil era skover í skið í filmlagi hekkelenduskin ski film að þevi í fleri þjó esternia i esta certa de mensió à l'Écolomera d'accès quadratica de la companya de la gracia de manera el quagram securio in 2013, diferenti de como como respector de meste e se diferenta procedigamenta in sasi is a compared to a control of the property of the control of the c . De Cesto de la como la trapo rese o los sebbles de la referencia que finante fue frega executamente el config encode as gravita to dermidiarmente endi qui montra ad labare seprement terrior in ear of tamp is needly a commence to be a so year Additional from the recognition of the company of t of the content was ancient of the content of the content of the The most own in that will will our bookers with an in the cauting one and the year a got surrespond to the fireface. taken diament - energyaraken beritaria ariketa in a rijak bara bar dia bada kenapa bat ingga atmortari file year execting the firmerics to milt me whether he allow the brokenings our ex-... \*\* :- (b) 1. 1. Can (1) this of the of terriban grown off governing on rindition at arearchis, or to the propie exceptions Atogymaid, ernemps sogerman will interest as nevera proarea than almost meast becomes and energy, who dissess NOT THE PER DOE DOE THE PROPERTY entraction and required the control of the second traction of the se ាល់ ខ្លាស់ស្គាល់ ស៊ីនា ប៉ុន្តែទៅការប្រភព្ធភាព ស្មាយ្យាល់ the Control of the Co es la menerale enta not un transpersió (b). El rea estables para en marches estables (b) encertant en estables. ರಕ್ಕಳು ಮಾಡುವುದು ಕಾರ್ಯಕ್ಕೆ ಬ್ಯಾಪಿಕ್ಕೆ ಬೆಂಬಳು ಕಾರ್ಯಕ್ಕೆ ಮಾಡುವು ಬೆಂಬಳು ಬೆದು ಬೆಂಬಳು ಬೆದು ಬೆಂಬಳು ina i ar kome i prominization surpresentation to the state Office, the collection of the state o gatem more the said and at ecoenology with the residue of the entrance of the control of the

The discrete and livery from the state year are setting of propagations and the control of the setting of the s

្រុមប្រគាស់ ប្រធាន គេប្រជាជាធ្វើ ដល់បាន និង ១៩៩៧ បញ្ជាប់ ប្រទេ ១ ១៩៩៩១ ប្រជាជាធ្វើ ប្រធានប្រធានប្រធានប្រធានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វី បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វី បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វើ បានប្រជាជាធ្វី បានប្រធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វ បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប្រជាជាធ្វី បានប

# 87570050

#### UNOFFICIAL COPYS 4

it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and them on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personan therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suir shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

- J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each 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 he binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor and the mentioned may be exercised as often as outsion therefor arises.
- K. Notwithstanding any of the provisions convained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the nortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgage herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

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 the undersigned thereby 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 undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing bereunder, 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 and 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

## **► UNOFFICIAL COPY**

. Then we convert  $oldsymbol{\mathsf{bolimed}}$  the converted observation  $oldsymbol{\mathsf{c}}$  and  $oldsymbol{\mathsf{c}}$ നകുമായുടെ ടിച s les como la reside<mark>nte par t</mark>erra l'ellant de la transacte del elle de de describated l'est d'amai l'est de de L'est de l'est rout ma laurement expettemente d'altres de la finishe par elle continue de se se<mark>mag</mark> ရေးမေရး မေသ ရေးရန် နေ ရှိသွားအမြဲရေး မရိုင်းတွင် စုတို့ သမတို့နှင့်နေ ပြန်လာသည် မေသကလောက်မှု လွတ်မေတြမှာ မြေသကလွှာတွေတွေ။ မြေသည် သည်သည်။ အမြေသကြာ မေသတို့၏ မေအသောကျောင်း လောများသည်။ မမေသော နေရာင်းသည် သည် တွေ့သည်၏ လေရာင်းကြောင်းသည်သည် the raise aborrupaes volument to enable tecture receipts and the skyle and are a long by ins arremanded for a fighteets and traction considers between a set observes on a second consideration of the consideration and the consideration of the consideration and the consideration of the consideration and the co greened in a little of the reservency of the bold commonweal born all as at common to ം ഭാഗഗന ത്രാവുക്ക് ഭവയായതു കുന്നത് കുന്നത്തിയായിരുന്നു. അന്നെ താർ തുരുവേശത്തി വിവരം നിന്നുവും തുന്നു ആണ്ട് world appell bloom hits his education ones by committed years will be seen and empty month will not really being damental early and dament westermine by the eggs of a contract person and the first and complete the entropy was and the captured and the first secondary Type of Chedra To Sheethood, and or promised to be earlied to the control of e sina kunda arti i sada na nairanda namas my an naman a art a sami of little and lyder and techniques common attempts of the Crane constitues, were request took and in the end mental to take the most discussion, but he had a consider which there may have is entra the modulus extenses where a comes a summarian medition in the land is the entering experient. The content of the con restance de la de la compaño de la compaño esta la comerció la comerció de la comerció del la comerció de la co Degrees artis grant (northaus) an death no estable estable grant file a from the commence of some and the commence of the comm Mental Contracts പുറെ അതുക്കെ പുറുക്കായത്. ഒരു ഉദ്യാത്തിലെ ഉള്ള ന്ന് വെയുന്നുള്ള വ്യാത്തിലെ പ്രത്യായിലെ വര്ട്ടുക്ക് കുറെ അതുക്ക് വരുക്കായിൽ മിവാന് ഒരു നിയ്യായിൽ തൂർക്കെഴ്യവും കാർ മിയുക്ക് എന്നുക്കെ വിശ് വര്ത്തിക്കായിലെ അതു ഉത്ത പ്രത്യേത്തിലെ അതു വാവിൻ നിയ തന്നില് വേര്യ്ക്കുന്നത്. വര്യത്തിലെ അവർക്കായ അതുവര്ക്ക് എന്നുക്കായിലെ അതുവര്യത്തി r reg + fragress

A contract with reage be instance of read above the end of the contract with the contract of the end of the contract of the end of t

The second constant of the second constant of

E. . The witness were traces were now and the excess conserved flor in a conserved flor in a content of the date of the date of the content of the excess of

The continues of a consecutive of the commence of the continues of the con

### UNOFFICIAL COPY

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, if any.

IN WITNESS WHEREOF,

UNION NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its authorized officer designated below, and its corporate seal to be hereto affixed and attested by its authorized officer designated below.

Dated this 15TH of DCTOBER, 1987.

UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESALD AND NOT PERSONALLY

Tana D Laith

Reith, A.V.P. & Trust Officer

Attest:

Richard L. Bingaman, W.F.

STATE OF ILLINOIS COUNTY OF KANE

SEAL

I, Theresa L. Hardy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jare D. Keith, A.V.P. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Richard L. Bingaman, Vice President of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Trust Officer - Vice President then and there acknowledged that said Trust Officer - Vice President as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer - Vice President's 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.

Given under my hand and Notarial Seal this 20 day of October

, 1987

<del>Rose B. Rya</del>n. Notary

Prepared by: + Wail to:

Debra Duppler Union National Bank One Fountain Square Plaza Elgin: IL 60120

BOX 333-CC

E

OFFICIAL SEAL
THERESA L. HARDY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Explicos Aug. 3, 1991

87570054

# **UNOFFICIAL COPY**

they presume to resembly a few few remains the or the Dien Dien Diens and the property of the following the property of the second transfer the second transfer the property of the second transfer the property of the second transfer the property of the second transfer the second transfer transfer the property of the second transfer transfer the second transfer t

CROSSESSOR GURETTE SE

on seerford of the divide of Commission of the model of the model of the Art of the see that the significant of the second of t tous new file woodskied de teau oderman mis two, was ind a knowled a section Luging bodang toch mobilthe busineeder its business as besteelt

DARRA THIS TOTAL OF MOTE BERN TROPE

Course Continued Continued the Additional Continues Continued e control the work than a compress between the

Thereon Thardy

2016年 1月 中央 万丰**有**7条 काल व सम्बद्धाः प्रशासना

The sale of the symmetry of th Consider a retrouble personal Re-THEFT IS AND TOWN THAT INCHES is only and and him an eto en los divisourations, profusico con South a gill beginn beautien fure command your colors two court was visite as odd becelvarwi fra twarda year moralar of the continued there is and with the finite existing the country and the state of the confidence of STORY WERE BERG MORNING ASK Asserted by each transferred by the segment conti the Pitter and the control the productive for the productive of the productive for the productive forms and the control to the productive forms and the productive forms are the productive forms are the productive forms and the productive forms are the prod ់វាក្រុងស្រួតស្ថា ស្ថានម Note that the second the second the second that second the second that the second the second that the second t one seem only not should not a mades of

were an execution may enough any or actual

iot Light t

and the good of a granger? More than the transfer and good

The second transfer with 

BOX 333-CC

OFFICIAL SEAL THERESA L. HARDY HOTARY FUELIC STATE OF ILLINOIS My Commission Explica Aug. 3, 1991

8757005