UNOFFICIAL COPYSO O

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 OCT 22 AM 11: 09

87570080

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 53 IN STEEMWOOD GREEN MEADOWS EAST BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 24 TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD P.M., IN COOK COUNTY, JULINOIS

common address: LOT 53 - 113 RED CEDAR DRIVE, STREAMWOOD, IL 60107

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, dir conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor chverings, screen doors, in-ardoor 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 part 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 huildings, improvements, fixtures, appurtenances and equipment, unto said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained berein, 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 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 Mortgagor to the order of the Mortgagee bearing even date herewith in the principal com of FIFTY ONE THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS (451,905.007, which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any lote tharges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated OCTOBER 1STH, 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 an 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 OCTOBER 15TH, 1987.

THE MORTGAGOR COVENANTS:

A. (1) To paid said indebtedness and the interest thereon as benein 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

• JUNGEFICIAL COPY

COOK COUNTY ILL WOIS

87570080

1987 OCT 22 AM 11: 09

海域经济海域 医毛管切断术 切成社

please of a second of a supplied to the second of the seco

AND AN PART OF HOSPINAGERS A MAPPE SHALL BROWN DIA NAME MANAGERS IN SIGNATURE OF SIGNATURE OF SIGNATURE OF STRUCTURE OF THE PROPERTY OF THE PR

COMMENT ACCORDED TO BE A THE NEW YOURS ENGINEERS OF ACCORDED

Together a troug the court from the age of annuary community of the garrent from the attention of the garrent from the court to the court from the court fro

្រុម ប្រជាពល់ប្រជាពលប់ប្រជាពល់ប្រជាពល់ប្រជាពលប្រជាពល់ប្រជាពល

is the compact and in appropriately self to the discount of the discount of the contract of th fruit one, of develop charbersamps. Comment be immensions for each the majore - - Massiba staten, . (ವರ್ಷಕ್ಕೆ ಕಟ್ಟಿ 'ಮಾಡಿಯಲ್ಲಿಡ್' (ಪ್ರತಿಗಾರಕ್ಕೆ ಅಥವಾ ಅಂತಿ 'ಅಂತಿ 'ಅಂತಿಯಾಡ್ (ಅಂತಿಯುತ್ತಿ ಪ್ರಾರಂತ ಕಟ್ಟಿ (ಪರಿಸ್ಕಾರಕ್ಕೆ) ಕಟ್ಟಿಕ ಮಾತ್ರಕ್ಕೆ ಹಾಡಿ ಸರಿ ಅಂತರ ಸ್ಥಿತಿಯ ಅರ್ಥ ಕಟ್ಟಿಕೆ ನಿರ್ಧಿಸಿಕ ಕಟ್ಟಿಕೆಯುತ್ತಿದ್ದಾರೆ Employed State Miller to the control to the property of which spectroespecially terminal makes further a first person of the is estand the income and report of the contract of the contrac solo secono di dina estati. Militari POINT TO COURSE to CONCERNING FOR I NOT STONY OUT FOR ingergaraced typesia and motors are included as the surface which convides assence Consider a military of the contract of the con Territoria (Catalana) (reservado) moved of the course the committee of the control of the first the course of the processing of the course of the co The process Agentical granted are supported in a less tests and responding relative magning by continuous terms to high comments. Lower more or second cities to be against the against ್ರಾಣಕ್ಕೆ ಕ್ರೀ ಕ್ರಿಕ್ ಕ್ರೀ ಅಧಿಕ ಕಾರ್ಯಕ್ಷಕಾಗಿ ಅತ್ಯ ಕ್ರೀ ಕ್ರೀ ಕ್ರೀ ಕ್ರೀ ಕಾರ್ಯಕ್ಷಕ್ಕೆ ಅಧಿಕ ಕಾರ್ಯಕ್ಷಕ್ಕೆ ಅತ್ಯಕ್ಷಕ್ಕ ಕ್ರೀಕ್ ಕ್ರೀ ಕ್ರಿಕ್ ಕ್ರೀ ಅಧಿಕ ಕಾರ್ಯಕ್ಷಕಾಗಿ ಕಟ್ಟಿಕೆ ಕ್ರೀ ಕ್ರೀ ಕ್ರೀ ಕಾರ್ಯಕ್ಷಕ್ಕೆ ಅಧಿಕ ಕಾರ್ಯಕ್ಷಕ್ಕೆ ಅತ್ಯಕ್ಷಕ್ಕೆ ಅತ್ಯಕ್ಷಕ ്ടാണ് (കുന്നുകയും) അവ പൂടുത്തെ പ്രീയായിൽ അത്ര വിവേദ്യ കുന്നുക്ക് കുന്നു വിതര്ക്കും വിതര് വിതര് വിതര് വിതര്യ ക്ര 979797736 Kafisa Jawawarapa waa kaceeraada wali bulo kalab biraé kati See nimosa. Kant anter

rareaseases aceserated beer,

ಡಾ. ೧೯೯೬ ಗೆ ಅವರ ಅವರ ಅವರ ಕಾರ್ಯಕ್ರಿಸುವ ಅವರ ಕಾರ್ಯಕ್ರಮದ ಅವರ ಕಾರ್ಯಕ್ರಿಯ ಅವರ ಕಾರ್ಯಕ್ರಿಯ ಅವರ ಕಾರ್ಯಕ್ರಿಯ ತನ್ನು ನಡೆ ಅತ್ಯಕ್ಕೆಯ ಚಿನುಕ್ತ ಗಾರೆಯಲ್ಲಿಯ ಅವರ ಅವರ ಅರ್ಥನ್ನು ಕರೆ ಸಂಗಳ ಸಂಗತವಾಗಿಗಳ ಕಾರ್ಯಕ್ರಿಯೆಯ ಪ್ರತಿ ಕಾರ್ಯಕ್ರಿಯ ಕಾರ್ಯಕ್ರಿಯ ಪ್ರ ಕೈಳ್ಳಾಯಾಗುಗೆ ಅನಿವರ ಪ್ರಕ್ರಿಸಿ ತಿರಿಗಳು ಕೆಲೆ ಕೆಲೆ ಕಾರ್ಯಕ್ರಿಯ ಪರ್ಕಾರ್ಯಕ್ರಿಯ ಆಗುತ್ತು ಕಾರ್ಯಕ್ರಿಯ ಪ್ರತಿ ಕೆಲೆ ಅನ್ನು ಪ್ರಕ್ರಿಯ ಕೊಗುಮ್ತಾಯಿತ ಸಾತಿಕೆ ಹಿಡುಗಳು ಕಾರ್ಯಕ್ರಿಯ ಕಾರ್ಯಕ್ರಿಯ ಅಂತಾಗಳು ಪ್ರಕ್ರಿಯ ಅಂತಾಗಳು ಪರ್ಕಾರಣಕ್ಕೆ ಕೊರುತು ಸಂಕರ್ಣಕ್ಕೆ ಹಾರು ಪ

UNOFFICIAL GOPY: 0

against said property (including those herefore 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 deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, suchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, youche's 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 of buildings and improvements now or hereafter on said premises, unless Mortgagee 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 or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, invenent, bylaws, regulations, and constituent documents governing said provises if the Mortgage is on a condominium or a planned unit development: (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 orission 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 permit without the written permission of the Mortgagee being first had and obtained, (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 vendor, or any apparatus, fixtures or equipment to be placed in or upon any huildings 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 or transfer of any beneficial interest in and to the above numbered trust; (12) 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

UNOFFICIAL COPY

"我们的"连续",但**是"1997年**",是《大汉诗》,她们的"多数写好",但他们对于"对人"的"自己的表现的主义",就是"的特别"的自己"数别的心"是由的重新的数 ു അനുന്ന അവയും വ്യാത്രമായ പ്രത്യായിൽ താരുത്തായത്തെ ജർക്തുവിവുന്ന ത്രിയുള്ള വര്യായ വരുത്തില് ആരുത്തില് and parase because I continued in a set floods as mayor a fire secretar temperature is read a medical disease a small based a speciment of sea resolutions associated associated by several medical indiana introducing net letter bedere betare betar van de betaret an entere bestalle bestellt werdt bes Common of the preparation to the common to the ingertalen afgragg BOOK THE FROM THE BOOK OF BOOK OF with it is not a member of the first of making to 🗝 a latent per la recipio i dia maria de la compansión de la ferma de la compansión de la ferma de la ferma de la compansión de la ferma Ethindren diame procuration an an agus tuan ga an a bha bha bha a a na angas a tuan an a bha bha bha a Alter real see The state of the second មានសេនីក (មេត្ត) នោះជានៅការ នៅពេទ្ធនាការ សក្សានៃ ស ළැයන්න කරයි. වූමාන් රාද්යක්කත්වම දැන ගත්ත වී විශ්යත්වය වී විසි අත්තර් වූව සහ සහ විස්ත්රයක් වූව සහ සහ විස්ත්ර විය සුපුස්ම වස්සමයෙන්ව විදියට ජීමය විස්ත්ර සහ විය වියාවර්ත්රයින් සහ ප්‍රතිස්ත්ර වියාවේ විස්ත්ර විස්ත්ර වෙස්ත්ර විස සුස්ත්රය මාස්ට්රය වී සම්බන්ධ විස්ත්රය සහ විස්ත්ර වියාවයට වියාවේ වියාව විස්ත්ර වෙස්ත්රයේ වී වියාව යන්නේ වියාවේ සුස්ත්ර සුස්ත්රයේ සිවර ප්රවේඛය සහ විස්ත්රයේ විසින්වේ විස්ත්රයේ සිවිය සිවියට සිවියට සිටියට සිටියට විස්ත්රයේ සිට afer Isanifithmus na escribance your for specialistical green manys for the first field and be from . Comments consisting you have a likely to The 12 weeks westsing said to end the spikes we have resembled on dreaming loses collectives them and to here to t Birly great and the residence between each Charles expression of the relative gas in a appropriate of 1811 the alcoholing briefs were hooms on it from the meeting of χ^2 where its heaventers and is one all inverse, experiences and χ^2 the spread of the first sections to the second control of each spread of the second of

An essent mattern time of the end enterty of the essent o

UNOFFICIAL CORY : 0

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 Mortgagee 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 vested in a person other than the Mortgagor, the Mortgages 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 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 covenant herein contained or in making any payment under said Note or obligation of any extension or renewal thereof, or if proceedings be instituted to enforce 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 it 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, title 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 shove-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 ejection upon said premises, then and in any of said events, the Mortgages is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said liew or any right of the Mortgagee hereunder, 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 any analytedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, 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 hereunder, 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, 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

• UNOFFICIAL COPY

egels කරන මෙන්ව දියුවාර විස ප්පැතාහෙසද ආභාගතය සංස්ව භාගතයට දියැන්වල සංස්ව සිට විද්යාවේච්චිරාණි ද සුරු පියසි එක අතුතුරුවෙන් සස්ද් ශර සංස්වාධයෙන්න ගෙසර විසාහන විශ්යාවකයා සිටියේජ්චිත සිත්වීම අතුතුරුවට අතුතුරු සහසු වෙනස් (India Alemanas සහසුව සුවරුවක් සිතු උපවසිට විස්වාධයෙන් සිටියේජ්චිත සිතියේස් සිතියේස්

Dy Think an the mean's the rane chira of good points as a product point of the second the second page of the page of the page of the second page o

A. Order time to of the commune commune to describe the describe of the describe of the describe the commune of the describe of the commune of the describe of THE STREET STATES THE PROPERTY OF model to be a marketta short research to the distriction And the second territories and the second se ు గురులు ఉద్యక్షులు, ద్వాణం అందింది. విద్యాత్తు ఉన్నారు ప్రభావ చేస్తోన్ని ఉన్నారు. మండు గురులు ఉద్యక్షులు విధా పర్వదే అంత్రంకు, వర్మే కొన్నారు. ఈ ఆర్మించిందినున్నారు. ఈమెక్కి ఇద్దాత్రికి కొన్నారు. చేసిన చేస్తున్నారు. అత్య పర్వద్య ప్రభావ ప్రభావ న్ని కొన్నారు. ఎన్ని అంగా క్రిస్తున్నారు. ఈమెక్కి మండు మండుకు కార్స్ క్రిస్త్వి చేస్తున్ కార్మక్షించి ప్రభావ మండుకు అన్న మైక్ మెక్కాళ్ళు కార్మకు కార్మకు కార్మకు మీక్కాని తీస్తాని మండుకు ప్రభావ కార్మక్షించిన మండుకు కార్స్ మీక్ మెక్కాళ్ళు కార్మక్స్ కార్మక్స్ క్రిక్స్తాన్నారు. మీక్కాని మీక్ కార్మక్స్ కుర్ were to the transparence of the term to the drawn of the (i) (ii) (iii) An engine the continues since The case of the articles the the design of a could new reging to be broken no careere to be proposely in smith you he no ear revision to be reduced that ក្រុមស្រីក្នុង ប្រជាជា ស្រាស់ ស្ ស្រាស់ ស្រាស ្រាស់ស្គ្រាស់ ស្នាក់ក្នុងក្នុងក្នុងក្នុង ស្នាស់ ស្នា ស្នាស់ ស្នាស់ ស្នាស់ ស្នាស់ ស្នាស់ ស្នាស់ ស្នាស់ ស្នាស់ ស glia reco THE SERVE WASHINGTON i veri i meggenad dom kiligere i merena hamanini represionate more. Ya merenakan kuda merenda Mangrapakan kebanasi kudak yan mengasi mengalah da mendada kebanasa bah kebanasa kuda kati megengan keba they word ly field to be medical courts who compared to The refrience and where engine is sentenced beautiful ್ವ. ಕಿಂಡಲ್ ಇಂದ್ಯಾಗಣ (ಇಂದು ಸಂಕರ್ಣ ಅವರ ಸರ್ವರ ಸ್ಥಾತ Learning to the include and the breeze with three larger troops and it The server of the second of th which represents and compagned with sold with their contributions. to operate dame wests of exceptional semi-

F. (Correct or commence control of and server induced a considering confiders) the control of the control of the control of the major of the control of

UNOFFICIAL COPY...

preservation of the property, including the expenses of such receivership, or an any deficiency decree whether there be a decree therefor in personam 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 nullified 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 a tached to pleadings, documentary and expert evidence, stemographer'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, Tornens destificates and similar data and isumances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true witle 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 accrual 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 foreclosion 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 moinery.

6. In case the mortgaged property, or any part thateof, 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 beneby or to the recair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgage, 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 bereafter 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 earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when

OUNOFFICIAL COPY

and our programmed and the committee of o sam no <mark>14 esta compagata da tempo</mark>ra casero esto la cola c ne entre est tour militaries. Encloses, lefter nett han enclosing a selle tribus en le encommiq Louis ente tarbourbone som en man rependent en le hand meditente souis symboles insult instancia di programa d**a 14 de 17 de** de programa de la composició de la in a transport of section in the American ground to the transport in materials. with the mentioned participation of the contract to the The experience of the contract transport represents between the or burneral fides are bother and the could be Africant and the statement on passing and work distribution of the Barrier in the second free explosion of the · 医环状囊 李建建 (1986年) 1986年 1987年 1987年 1988年 1988 CONNECTED AND AND AND ADDRESS. 3 7 1 1 may 5 i in wreally som a demon liden block of whom seeps of block of the ordisc of the emperor things of the some the manifold of empericane of the filler course who makes the emperor of the filler manifold of the manifold of the filler of the filler of the ordinal of the manifold of the filler of the al morphysical period and the other on their estate by the real tegernet សា ្នា មួ<mark>នជំនួនការសេធ</mark> ១១ ១៩១០១១១ ស្នេះ២០៤ ៣៨ ១២សមានមានមាន m that shows the constitution Comments to Line 16.

The modest each district in the controver seems of the controver and the control of the control of the controver of the controver of the control of the cont

Alter for the constitute and the constitute of the constitute of the constitution of the constitution of the constitute of the constitution of the

UNOFFICIAL CORY .

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 then 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 personam 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 Tien hereof, hut 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 reemises without affecting the lien hereof. shall have all powers, if any, which it might have had without this paragraph. No suit 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.

- I. 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 plura); that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgage; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- K. 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 on 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.
- 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 became 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 hereunder, or to perform any covenant either express or implied herein contained, all such liabilitys if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security bereunder, 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 bereby conveyed for

• UNOFFICIAL COPY

Table to the common common process have a confidence for the forward on a confidence of that the area to be that he is not received that he has an another than your method the comman in the first term of the property of the term of the first of the firs adentia centraliza di 1980 escare i merti mera reconstruore en el contretoria, distribuito i escareito destina there thank there in common a time to be a second to be a property o deformed incomes not not be a section of वित्र के दें। विकास के प्रमाद के अवस्थित कि तिहु के ठ**लेकर्य क** and altere tit i det aller energies des la la composité de la composité des la composité de la composité de la La composité de la composité d earths in a secured stemport and and a control of the second of the second of ය. අතුර දක්වියක දීම පුමුණකුරෙන වෙද කත්ව විය. ද කාල්රිය වීමට වටය එය එන්නේ මෙයි. මෙයි කිරීමට ප්රථ දීම අතුර සහජනයට පත්වී වූ දීමට එම වෙසි පත්විය සහජන සහජනයට ය. මෙයි වියේව වැඩිමේ වෙදියි. මෙයින් මෙයින් සහජනයෙන් t de la largement de la francisco de la companya d La companya de la co A company of the second property of the property of a capital terminata in linea to the increasing terminate in large of the translation of first consist. and the second of the second o Company of the State of the second

vicial traffic morth systemician transport modulare i i chilosoft i interesión d'especial. n when his is staged about most an income and water the seeing against a ारता केल्क् प्राप्तकार काला काला का रेट्ट प्राप्त कर के <mark>कि स्कृत</mark> Elmerage Ling and the experience of the same of the property of the property of 智力 化二十烷 生化树木 面对之 医对一氏征皮炎的 二烷二磺酸对抗 Terms of more of come is a drug seems to recognise ಇಂದಿನ ಹಿಡಡಾಗಿಗಳು ಚಾಲಾಗುವರು ಎಂದು ಸಮ on the property space of the season of the season . Le**r** portuge sense dir emographic direction 可见的医验证证 法执行的 法的过去式和过去分词人物作的 化二甲醇二烷烷酸甘油 enterform (1961) entermos terror for a communication of the second of th personal transfer of the second secon 19、4·4·4 19、 自然的 在日·新生日 美国人 建瓦姆基 good accept the second and each rout has toping their a The wears for the second of the war the to be travel in terminal to the 100 100 1 1 0 0 1 20 TO អស់ ២៩៩៩៦៤៩១១ ១០ ខ្លួន២ ៤១១១៩៤៤១២

engang tengan milit varia at a process on to a construction of the specific process of the contents. The construction of the contents of the construction of the const

the conference of the content of the

UNOFFICIAL COPY 8 0

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 OCTOBER, 1987.

UNION NATIONAL BANK & TRUST COMPANY &S TRUSTEE AFORESAID AND NOT PERSONALLY

Jane D. Keith, A.V.F Trust

O Attest:

Richard L. Bingaman,

STATE OF ILLINOIS COUNTY OF KANE

1.

. . SFAL

I, Theresa L. Hardy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane . Keith, A.V.P. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Sichard 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 pwn 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 on the and the said Trust Officer - Vice President then and there acknowledges that said Trust Officer - Vice President as custodian of the corporato 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 , 1987

Prepared by:

Debra Duppler Union National Bank One Fountain Square Flaza Elgin, IL 60120

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

BOX 333 - CC

Page 5 of 6

UNOFFICIAL COPY

odí sanatne al navidou ye, ao embryana estab base os taes como em vocame . yers far instruction in add to stations a terminamen

on exclaunt we the place crass for a weamers to be a sugar arcsectable within costrolidus usu ya tempre od od samana a econo mesena em ebresembe ther resulting admirer ad of these ethnicipres eth him ameded becompledee yes, This authorities between twelter of the territories are yellogeneeter.

THERE INSURTED THE ATTENDED THE PROBER.

Scharleron Terber & Johns LightCl (etc. 1901)m.

BITHELLE MY BYATE RMOUT TO YTHIRDS

ment for and four cythings to see not been The comment of the desired and the comment of the c 🗙 १०७८ विकास १४वेर अनेराज्य १०) ुक्तरेन क्रिके maxV + aumapers 3 (2) throwing 20 tame of some of the contract PARTE TO BE TO STATE OF THE PROPERTY OF THE PR some smooth piece on them committee From the Implementation processor and on the Kirmsydalae miner besiden i ្ ភាគ ១ ភាគិច្បា ស្រាស់ស្បាល បានស្វាល់ប៉ុស្តិ៍ , its define problem home that brother as one, by four or the and for the contraction of the contraction of the contraction of the part of the contraction of the contract and busin give yets the both deep a formatt thing been built beepbore in the bound ha The first of the second and research there is determined wild the construct or of the second management because of the second common to hade promise which have planted and the complete and

and the extension that all the 30 was a Cateller

OFFICIAL SEAL THERESA L. HARDY NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Aug. 3, 1991

-1 Descrip

inser is not that expendi CONTROL OF THE ONLY OF THE STREET CONTROL Davies of graphing

D-ECS TOE