

UNOFFICIAL COPY

NOTARY PUBLIC

Form 95-11 (Revised 10-87)

87102488

My commission expires 6-23-89

*[Signature]*

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, GIVEN under my hand and Notarial Seal, this 30th day of January A. D. 19 87

This instrument was prepared by Bloomington State Bank, Carol Rothery, 114-118 E. Lake St. Bloomington, IL, 60108

State of Illinois  
County of ~~Bureau~~ Kane

BOX 333

1987 FEB 23 PM 1:01  
COOK COUNTY CLERK  
FILED FOR RECORD  
87102488  
Marie D. Ellis  
William J. Ellis  
(SEAL) (SEAL) (SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

such additional advances shall be evidenced by a Note or other instrument executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security.

Ninety-Seven Thousand and no/100 Dollars (\$ 97,000.00)

which is payable as provided in said note, and (2) any additional advances made by the Mortgagor to the Mortgagor, or his successors in title for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note, and such additional advances in a sum in excess of

Ninety-Seven Thousand and no/100 Dollars (\$ 97,000.00)

TO RECEIVE (1) The payment of a note and the performance of the obligation of the principal sum of

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagor forever, for the uses hereon set forth, free from all claims and liens under the Homestead and other exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

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PERMANENT PARCEL #12-19-400-148-0000

THIS MORTGAGE IS BEING RERECORDED TO SHOW LOAN AMOUNT

13.00

County of Cook in the State of Illinois, to wit:  
its successors and assigns, hereinafter referred to as the Mortgagor, the following real estate situated in the

BLOOMINGTON STATE BANK a corporation organized and existing under the laws of the State of Illinois or to

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

of the Village of Franklin Park County of Cook State of Illinois,

Marie D. Ellis, His Wife

THIS INDENTURE WITNESSETH THAT THE UNDERSIGNED, William J. Ellis and

Dated this 30th day of January A. D. 1987 Loan No.

12.00

Mortgage 7 1 87102488

87596860

87596860

20-4-87

9/24/87

B.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON Page 1 (the reverse side of this mortgage):

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, and assessments levied or assessed upon said property or any part thereof under any existing or future law in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against such hazards as the Mortgagee may require in such companies, and in such form as shall be approved by the Mortgagee. All such insurance policies shall contain proper mortgage clauses and the policies shall be retained by the Mortgagee until the loan is fully repaid; (3) In the event such insurance policies are cancelled for any reason whatsoever and no new insurance policies are presented to the Mortgagee on or before the date of termination of the notice of cancellation, then the Mortgagee shall have the right to declare the total indebtedness due and payable immediately and the Mortgagee shall have the right to commence foreclosure proceedings as provided in Paragraph B5; (4) To promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or destroyed; (5) To operate said premises in accordance with the zoning laws and ordinances of the Municipality and any other governmental board, authority or agency having jurisdiction over the mortgaged premises; (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) Not to suffer or permit, without the written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used, (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property; (d) the Mortgagee will not suffer or permit any change in the nature or character of the operation of said premises which will increase the intensity of the use thereof, save and except upon the written approval and consent of the Mortgagee, and further, will not suffer or permit to be changed or altered the exterior and interior structural arrangement including (but not to the exclusion of others) walls, rooms and halls without first obtaining the written consent of the Mortgagee; (8) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that he will immediately repay any monies paid or disbursed by the Mortgagee for any of the above purposes, and such monies shall be added to the unpaid balance of the aforesaid Note as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage.

(3) That if the Mortgagee shall secure, and assign to said Mortgagee, disability insurance and life insurance in a company acceptable to said Mortgagee, and in a form acceptable to it, the Mortgagee has the right to advance the first annual premium for such insurance, and add each such payment to the unpaid balance of the loan as of the first day of the then current month, and it shall become additional indebtedness secured by the Mortgagee.

(4) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, 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 Mortgagee hereunder or upon the Note hereby secured.

(5) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note or 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 Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee 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 Mortgagee hereunder to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(6) That upon the 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 Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as aforesaid, appoint one or two persons, to be the Mortgagee or its agents, with power to manage and receive 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 preservation of the property, including the expense of such receivership, or on any deficiency decree, whether there be a decree therefor in personam or not, and if a receiver or receivers be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment of a receiver but he may elect to terminate any lease prior to the term hereof, and upon foreclosure of said premises there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and explicit 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 foreclosing all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as the Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence its title at any sale held pursuant to such decree, the true title to or value of said premises, and all amounts as aforesaid, together with interest thereon at the rate of 7% per annum, shall become additional indebtedness due and payable by the Mortgagee in connection with 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 the preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced, or the preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises of the security hereon, whether or not actually commenced, in the event of a foreclosure sale of said premises these shall first be paid out of the proceeds of sale of 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 surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagee makes inspections and disbursements during the repair and restoration of the property, the Mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every 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 note contained shall thereafter in any manner affect the right of the Mortgagee to require strict 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 singular number, as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagee and Mortgagee.

87596860

Recorder's Stamp:

1987 NOV -5 AM 10:53

87596860

87102488

Mortgage To BLOOMINGDALE STATE BANK 714-150 East Lakes Street • Bloomington, Illinois 61701

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WESTERLY LINE OF ACORN AVENUE, ALL IN COOK COUNTY, ILLINOIS. COUNTY, ILLINOIS EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF ACORN AVENUE, ALL IN COOK COUNTY, ILLINOIS. OF MAY FOR A DISTANCE OF 458.39 FEET TO POINT OF BEGINNING. IN COOK SOUTH 79 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY, 216.24 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, THENCE SOUTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FOR A DISTANCE OF 656.60 FEET; THENCE SOUTHWESTERLY ALONG CURVED LINE, CONVEX OF THE NORTH LINE OF AGREEMENTED RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 296.02 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ON A LINE 150.88 FEET (MEASURED AT RIGHT ANGLES) NORTH THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET, FOR A POINT OF CURVE; THENCE NORTH 80 DEGREES 32 MINUTES 08 SECONDS WEST 20.70 FEET TO A POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID WEST LINE 714.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 444.34 FEET, FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A SPUR TRACT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S OFFICE OF THE COOK COUNTY, ILLINOIS IN BOOK 56324, ON PAGES 243 TO 248, AS DOCUMENT NUMBER 1253047, ON THE 7TH DAY OF JULY, 1958. SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE EASTERLY ON SAID LAST DESCRIBED ARC 55.60 FEET TO ITS POINT OF TANGENCY; THENCE NORTH 0 DEGREE 00 MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6.36 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY 35.01 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE NORTH 80 DEGREES 32 MINUTES 08 SECONDS WEST 20.70 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET, FOR A DISTANCE OF 296.94 FEET FOR A DISTANCE OF 216.24 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 79 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 458.39 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF ACORN AVENUE, ALL IN COOK COUNTY, ILLINOIS.

87596860

THAT PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS COMMENCING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID WEST LINE 714.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 444.34 FEET, FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A SPUR TRACT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S OFFICE OF THE COOK COUNTY, ILLINOIS IN BOOK 56324, ON PAGES 243 TO 248, AS DOCUMENT 1253047, ON THE SEVENTH DAY OF JULY, 1958. SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE EASTERLY ON SAID LAST DESCRIBED ARC 55.60 FEET TO ITS POINT OF TANGENCY; THENCE NORTH 0 DEGREE 00 MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6.36 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY 35.01 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE NORTH 80 DEGREES 32 MINUTES 08 SECONDS WEST 20.70 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET, FOR A DISTANCE OF 296.94 FEET FOR A DISTANCE OF 216.24 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 79 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 458.39 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF ACORN AVENUE, ALL IN COOK COUNTY, ILLINOIS.

87102488

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 26, 1960 AND KNOWN AS TRUST NUMBER 50987 TO AMERICAN NATIONAL BANK OF DEERFIELD, A NATIONAL BANKING ASSOCIATION, (FORMERLY KNOWN AS FIRST AMERICAN BANK OF DEERFIELD), AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 29, 1979 AND KNOWN AS TRUST NUMBER 73-271, DATED DECEMBER 21, 1984 AND RECORDED IN BOOK 25, 1984 AS DOCUMENT 2789619 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL 1: THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: 8 7 1 0 2 4 8 8

70-41-446-20