

UNOFFICIAL COPY

GRANTEE:

MERITOR CREDIT CORPORATION
11311 CORNELL PARK DRIVE
SUITE 400
CINCINNATI, OH 45242

GRANTOR(S)

FIRST STATE BANK AND TRUST COMPANY
OF FRANKLIN PARK, AS TRUSTEE, UNDER
TRUST AGREEMENT DATED JANUARY 17, 1977
AND KNOWN AS TRUST NO. 224.

DATE OF LOAN
11/20/87

ACCOUNT NUMBER
21792.00

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 50,357.28

KNOW ALL MEN BY THESE PRESENTS: That the above named Grantor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Grantee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Grantee and its assigns forever,

the following described real estate situated in the County of COOK and State of Illinois, to wit:

THE SOUTH 180 FEET OF THE EAST 60 FEET OF THE WEST 301 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKA: 10524 W. DIVERSEY, MELROSE PARK, IL 60160
TAX#: 12-29-205-029 VOL. 70

DEPT-01 \$14.25
743333 TRAN 3710 11/25/87 10:05:00
#8796 \$ C #-87-630054
COOK COUNTY RECORDER

87630054

456962

PATENT PROVISIONS APPLICABLE PART HEREOF

and all the estate, right, title and interest of the said Grantor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Grantee and its assigns forever. And the said Grantor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever

This conveyance is made to secure the payment of \$50,357.28 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Grantee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Grantee, a refinancing of the unpaid balance of the loan stated above, or a renewal thereof or both.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is FIFTY THOUSAND, THREE HUNDRED & SIXTY-SEVEN DOLLARS, 28/100 Dollars. In addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the mortgaged premises

Grantor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority.

Grantor(s) shall not, without the prior written consent of the Grantee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof.

Grantor(s) shall promptly notify the Grantee in writing upon the receipt by the Grantor(s) of any notice from the grantee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions of the part of the Grantor(s) to be performed or observed under any other Prior Mortgage.

Grantor(s) shall execute and deliver, on request of the Grantee, such instruments as the Grantee may deem useful or required to permit the Grantee to cure any default under any other Prior Mortgage, or permit the Grantee to take such other action as the Grantee considers desirable to cure or remedy the matter in default and preserve the interest of the Grantee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Grantee: (1) if the Grantor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Grantor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Grantor(s) fails to repay to the Grantee on demand any amount which the Grantee may have paid on any other Prior Mortgage with interest thereon; or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Grantor(s) transfer any interest in the mortgaged property without the written consent of the Grantee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Grantor(s) which are also required of the Grantor(s) under any other Prior Mortgage

IN WITNESS WHEREOF, First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Assistant) (Trust Officer) the day and year first above written.

Affiliated Bank/Franklin Park f/k/a First State Bank & Trust Company of Franklin Park As Trustee as aforesaid and not personally.

BY (Assistant) (Vice President) (Trust Officer)

Attest (Assistant) (Trust Officer)

STATE OF ILLINOIS) SS. Bernice Bartucci
COUNTY OF COOK) a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
DuPage John P. Evans and Evelyn D. Bradford Affiliated Bank/Franklin Park,

(Assistant) (Vice President) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) (Trust Officer), and (Assistant) (Vice President) (Trust Officer), respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Assistant) (Trust Officer) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (Assistant) (Trust Officer) (Trust Officer) 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 20th day of November 1987

This Document Prepared By: OFFICIAL SEAL BERNICE BARTUCCI

87630054

SUBJECT TO THE EXCUM
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AFFILIATED BANK/FRANKLIN PARK FKA

This mortgage is executed by First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or interest therein, that the Trustee is expressly understood and agreed by the or on any of the beneficiaries under said trust agreement as creating any liability of First State Bank & Trust Company of Franklin Park in indebtedness accruing hereunder or to perform any covenant personally to pay said note or any interest that may accrue thereon, or any hereby conveyed, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property of any co-signer, endorser or guarantor of said note.

SF 228 (1/74)

-87-000054

87630054

Property of County Clerk's Office

MORTGAGE

TO

Rec'd for Record

at _____ o'clock

and recorded

Recorder _____ County, Illinois

RELEASE

THE CONDITIONS of the within mortgage
compiled with, the undersigned hereby cancel
the same this _____ day of _____ 19__

By _____ PRESIDENT

By 85006928 SECRETARY

UNOFFICIAL COPY

C.O. # F30505

11311 CORNELL PARK DRIVE
SUITE 400
CINCINNATI, OH 45242

MERITOR CREDIT CORP
This instrument was prepared by:
in testimony whereof, I have hereunto subscribed my name, and
affixed my notarial seal, on the day and year last aforesaid.
and acknowledged the signing thereof to be their voluntary act.
Do it Remembered, That on the 20th day of NOVEMBER 19 87, before me, the subscriber, a Notary Public in and for
the County of DECATUR, State of ILLINOIS

X	Grantor	(Date)	_____
X	Spouse	(Date)	_____
X	Grantor	(Date)	_____
X	Spouse	(Date)	_____
X	Grantor	(Date)	_____
X	Spouse	(Date)	_____
X	Grantor	(Date)	_____
X	Spouse	(Date)	_____

IN WITNESS WHEREOF, the said Grantor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have
hereunto set their hands and seals, this date.

Property of Cook County Clerk's Office

and all the estate, right, title and interest of the said Grantor(s) in and to said premises: To have and to hold the same, with all the privileges and
appurtenances thereunto belonging, to said Grantee and its assigns forever. And the said Grantor(s) do hereby covenant and warrant that the title so
conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever.
This conveyance is made to secure the payment of the unpaid balance of the loan stated above, or a renewal thereof, or both.
In full, either as a future loan by said Grantee, or financing of the unpaid balance of the loan stated above, or a renewal thereof, or both.

AAA: 10524 N. DIVERSEY, MELROSE PARK, IL 60160
TAX#: 12-29-205-029 VOL. 70

THE SOUTH 180 FEET OF THE EAST 60 FEET OF THE WEST 301 FEET OF THAT PART OF THE EAST 1/2
OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK
AND STATE OF ILLINOIS, TO WIT:
AND KNOWN AS TRUST NO. 224.
TRUST AGREEMENT DATED JANUARY 17, 1977
OF FRANKLIN PARK, AS TRUSTEE, UNDER
1ST STATE BANK AND TRUST COMPANY
GRANTOR(S)

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 50,367.28

11/20/87
ACCOUNT NUMBER
21742

DATE OF LOAN
11/20/87
ACCOUNT NUMBER
21742

45-6962

87630054

87630054

DEPT-01
\$14.25
143333 TRAM 3710 11/25/87 19:06:00
\$8756 \$ C #--87-63054
COOK COUNTY RECORDER

UNOFFICIAL COPY

MORTGAGE

TO

Rec'd for Record
at _____ o'clock
and recorded _____

Recorder
of _____ County, Illinois

RELEASE

THE CONDITIONS of the within mortgage having been
complied with, the undersigned hereby cancels and releases
the same this _____ day of _____ 19____

By _____ PRESIDENT

87630054
SECRETARY

Property of Cook County Clerk's Office

AFFILIATED BANK/FRANKLIN PARK FIKIA

This mortgage is executed by First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security in the above described premises and agreed by the or on any of the beneficiaries under said trust agreement personally to pay said note or any interest thereon that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

87630054

87-630054

SBF 228 (9/74)

SUBJECT TO THE EXCISE TAX AND MADE A