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87657453

BROADWAY BANK
Land Trust
Mortgage

DEPT-01 \$12.25
T43335 LTRAH 4645 12/14/87 10:38:00
\$0792 # C-#-87-657453
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made in Chicago, IL December 4, 1987, witnesseth, that the undersigned
CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under the provisions
of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 12/03/87

and known as its File Number 1090859, hereinafter referred to as the Mortgagors, does hereby Convey and Mortgage to BROADWAY BANK, having an office and place of business in Chicago, IL hereinafter referred to as the Mortgagor, the following real estate situated in the County of Cook, State of Illinois, to wit:

LOT 3 AND THE NORTH 2 FEET OF THE SOUTH 62 FEET OF LOT 7 AND LOT 4 AND THE NORTH 20 FEET OF THE SOUTH 60 FEET OF LOT 7 AND LOT 5 AND THE NORTH 20 FEET OF THE SOUTH 40 FEET OF LOT 7, LOT 6 AND THE SOUTH 20 FEET OF LOT 7 IN HALES SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 3 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Other than the buildings now or hereafter erected thereon and all appurtenances, fixtures and fixtures and the rents, issues and profits thereof, of every nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagor forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure, (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagors Note of even date herewith in the Principal sum of THREE HUNDRED THOUSAND AND 00/100

Dollars (\$300,000.00) with a final payment due January 1st, 1993, together with interest as follows, and all renewals, extensions, or modifications thereof.

(A) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 11.0 per cent per annum and after maturity at the rate of 16.0 per cent per annum.

(B) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of _____ for its successors plus _____ per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus _____ per cent per annum over the said prime lending rate, provided however, that said interest rate in no event shall be less than _____ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgagors, Lender, at Lender's option prior to the date of this Mortgage, may make Future Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus

U.S. \$ 0.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page (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.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby 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 said Trustee 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 liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is 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 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee
at aforesaid and not personally.

By Mary J. Henrie, Vice President
Attest John W. Tracy, Asst. Secretary

CORPORATE SEAL
STATE OF ILLINOIS
COUNTY OF Cook SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the CHICAGO TITLE & TRUST CO.

Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this DEC - 8, 1987

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Notary Public

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/90

233 E. Cermak
 Place in Recorder's Box
No. _____

CHICAGO, IL
X MAIL TO BROADWAY BANK
5960 N. Broadway
Chicago, IL 60660
Reference: Maroulis, et al



RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

87657453

R. 25

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18. This mortgagor and his heirs, executors and administrators, shall indemnify upon his mortgagors and all persons claiming under him, from time to whomsoever he may be held liable for the payment of the principal sum and interest, and also for the costs of collection, and all expenses of defense, which may be incurred by them in the defense of any suit or proceeding, whether or not such persons have been compelled to sue him, or have executed the note of this mortgagee.

15. The Moratorium shall periodically deposit such sums as the Mortgagor may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. The Mifortagage shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the infringement of the license or of any provision hereof shall be subject to any defense which would not be good cause (2) the licensee may be of become suspended to the license hereof or of such decree, provided such application is made prior to the occurrence of any infringement of the license.

11. The procedures of any reorganization shall be directed and applied in the following order of priority: First, an account of all costs and expenses liable to the creditors, which receive payment and remittance in full; second, all expenses incurred in the preparation, including costs of the meetings mentioned in the preceding para-

10. We're sure you'll agree that it's important to keep your records organized and accessible. That's why we've created a simple template for you to use when tracking your mileage expenses. It includes fields for date, location, purpose, miles driven, and amount spent. You can download it from our website or print it out and keep it with your receipts. This will make it easier to calculate your deduction at tax time.

hereof. At the option of the Mortgagor and without notice, all or any portion of the principal or interest may be paid in advance, and the remaining balance shall be held by the Mortgagor for three days in making payment of any other acceleration of the Mortgagor's obligation to pay herein as hereinabove set forth.

or estimate of proportionate public welfare, which would have been available for assessment, such as the number of persons receiving relief, or the amount of money spent.

b. We will negotiate a new, more stringent under policies providing for payment by the insurance company of amounts otherwise payable to us by us.

5. The Motoragger has every wave and all rights of redemption from sale under any order or decree of forcible seizure of this Motoragger on its owner

4. If, by the laws of the United States or of any state having jurisdiction in the premises, any law is due or becomes due

in complete disregard of the principles of justice, and in violation of the fundamental principles of our Government, which are to be found in the Constitution and the Declaration of Independence.

In this section we point out the connection between the date of filing a deduction from the value of land for the purpose of taxation and the date of payment of the mortgage upon which the deduction was based.

2. Mortgages, charitable contributions, and other expenses will generally attract a general tax credit, and small pay special taxes, special assessments, water charges, sewer fees, etc., upon written requests, furnish to the manager, provided by statute, any tax or fee which may desire to collect.

1. Most vagrants remain in good condition and remain active throughout their migrations, though some become damaged or destroyed; (2) keep wild animals away from roadsides or streams; (3) do not damage or destroy clumps of grass or bushes; (4) complete any building or clearing within reasonable limits now or later; (5) keep lawns and gardens neat; (6) make no artificial alterations in soil dynamics except as required by law or municipal ordinance; (6) make no artificial alterations in soil dynamics except as required by law or municipal ordinance; and respect local ordinances and restrictions on the use of chemicals and fertilizers.