

**UNOFFICIAL COPY**

THIS IS A JUNIOR MORTGAGE

500

**M O R T G A G E**  
**(Land Trustee)**

**The Above Space For Recorder's Use Only**

FIRST AMERICAN BANK OF DUNDEE N/K/A

THIS INDENTURE, Made December 16 , 1987, between FIRST AMERICAN BANK OF KANE COUNTY , not personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated April 1, 1986 & Feb. 18, 1986 , and known as Trust Number 86-030 & 86-010, herein referred to as "First Party", and GARY-WHEATON BANK, an Illinois Banking Corporation, herein referred to as "Mortgagor", witnesseth:

First Party has executed an installment note bearing even date herewith in the Principal Sum of **SEVENTY-ONE THOUSAND  
SEVEN HUNDRED THIRTY-ONE AND 92/100----- Dollars**, made payable to **GARY-WHEATON BANK** and delivered, in and by which said Note  
the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter  
specifically described, said principal sum together with interest at the rate of\* **12%**  
\*and in a manner and terms as set forth in Exhibit "A" of the Installment Note.

~~Yours very truly,~~  
~~John C. Calhoun~~

DEMAND BUT NO/ ~~x19xx~~ LATER THAN DECEMBER 31, 1988  
and payable

All of said payments are payable at GARY-WHEATON BANK, 120 East Wesley, Wheaton, Illinois.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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which has the address of 77 acres on Lake Street (known as Oak Ridge Development) Elgin  
(Street) (City)  
Illinois 60120 (herein "Property Address");

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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make for members of my owner's family, shall not operate to accelerate the date by which the holder becomes entitled to share and enjoy the property of my wife as if she were the first person to whom it was given, unless such transfer is made by me in writing, less than contains no option to renew or purchase or any pre-emption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The court may also place the Mortgagee in possession.

10. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

THIS MORTGAGE is executed by First Party, 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 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 said First Party personally to pay 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 Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party 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 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.

FIRST AMERICAN BANK OF DUNDEE N/K/A

IN WITNESS WHEREOF, FIRST AMERICAN BANK OF KANE COUNTY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

**IMPRESS  
CORPORATE SEAL  
HERE**

ATTEST:

ATTEST:  
Wm M. Kimball  
Secretary  
Assistant Cashier  
STATE OF ILLINOIS }  
COUNTY OF DU PAGE } SS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December,  
1987, by Robert A. Ladd, Vice President of FIRST AMERICAN BANK OF KANE COUNTY,  
                  , an ITINERANT Corporation, and by Dawn M. Kumbors - Robert Ladd  
Secretary of said Corporation, who affixed the seal of said corporation, all on behalf of said corporation.

(SEAL)

**My Commission Expires:**

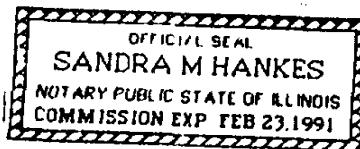
This Instrument Prepared By:  
And To Be Delivered To:

Michael F. Moone, Vice President  
Commercial Real Estate Department  
Gary-Wheaton Bank, Commercial Real Estate Department  
120 E. Wesley St.  
Wheaton, IL 60187

- 3 -

Sandia Ranches

Notary Public



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8. The loan secured hereby is made in reliance upon the own-  
ership and security agreement by First Party of the mortgaged land.  
Therefore, if First Party shall, without consent in writing of the  
mortgagee, convey all or part of the mortgaged land, including  
more baggage, to First Party or part of the mortgaged land, including  
expresses that are deemed part of the mortgaged land under local  
law, or if the management, ownership or control of the  
cells under local law, or if the management, ownership or control  
of the First Party shall change so that the present beneficiaries  
will be relieved of their present obligation of such management,  
concurrent in time attaches to the mortgagee by consensual junior to  
the holder of the mortgage debt, notwithstanding any other provision  
securing hereby shall once become due and payable at the op-

TO HAVE AND TO HOLD the premises unto said Mortgagor, its successors and assigns, forever, for the purposes, and upon the terms set forth.

FIRST PARTY AGREES THAT:

113 JBL 125 (1991) 583D 361

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder or holders of the note may exercise all the rights to foreclose the lien hereof, and the holder or holders of the note may sue for the payment of the same in any court of competent jurisdiction.

3. At the option of the holders of the note and without notice to First Party, all unpaid installments of the note may be declared due and payable in the manner and at the place specified in the note or in this mortgage shall, notwithstanding any thing to the contrary, be paid to the center of the First Party or its successors or assigns to do any of the things specified above in paragraph one hereof and such defalcation shall continue for three days, said option to be exercised at any time after the expiration of said three days.

2. The Moratorium Note recited  
executed making any payment hereby  
stated or of assessments, will do so according to any bill,  
taxes or assessments hereto authorized relating to  
the holders of the note hereby  
recited, for failure, tax law or title or claim thereof.

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## EXHIBIT "A"

TO THAT MORTGAGE DATED DECEMBER 10, 1987  
EXECUTED BY

FIRST AMERICAN BANK OF DUNDEE N/K/A  
FIRST AMERICAN BANK OF KANE COUNTY

AS TRUSTEE UNDER TRUST NOS. 86-030 AND 86-010, RESPECTIVELY

### PARCEL 1:

That part of the South East 1/4 of Section 20, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the North East corner of said South East 1/4; thence South on the section line, 1552.4 feet; thence South 58 degrees 48 minutes West, 243.45 (254.6 Feet Deed) for the point of beginning; thence continuing South 58 degrees, 48 minutes West, 1015.36 feet to a point; thence North 31 degrees 19 minutes 08 seconds West, 453.52 feet; thence South 58 degrees 40 minutes 52 seconds West, 140.74 feet; thence North 31 degrees 19 minutes 08 seconds West, 146.00 feet; thence North 58 degrees 40 minutes 52 seconds East, 95.79 feet; thence North 31 degrees 19 minutes 08 seconds West, 155.87 feet; thence North 58 degrees 40 minutes 52 seconds East, 301.04 feet; thence North 31 degrees 19 minutes 08 seconds West, 325.17 feet; thence North 21 degrees 34 minutes 21 seconds East, 923.71 feet; thence South 32 degrees 05 minutes 15 seconds East, 1639.68 feet to the point of beginning, in Cook County, Illinois.

### PARCEL 2:

That part of the South East 1/4 of Section 20, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the East line of the West 1/2 of the South West 1/4 of said Section 20 with the center line of U. S. Route 20; thence Southeasterly along said center line 52.4 feet to the South East corner of a tract of land conveyed to Public Service Company of Northern Illinois by Document Number 9542306 recorded in Duol County, Illinois; thence Northerly along the Easterly line of said land conveyed, a distance of 114.22 feet to an angle in said Easterly line; thence Northerly along said Easterly line 76.81 feet to the North line of lands heretofore dedicated to the State of Illinois by Document Number 17993033; thence continuing Northerly along said Easterly line 1717.57 feet to the Southerly line of Lot "C" in said Section 20, according to the plat filed with the Commissioner's Report in Partition in Case No. 19700 in the Circuit Court of Cook County, Illinois; thence South 83 degrees 00 minutes East along said Southerly line and said Southerly line extended 1704.75 feet to the Easterly right of way line of the Elgin, Joliet and Eastern Railroad for the point of beginning. Thence continuing South 83 degrees 00 minutes East along said Southerly line extended 1000.00 feet; thence South 22 degrees 30 minutes West 1739.10 feet; thence South 53 degrees 45 minutes West 675.15 feet to the Northerly right of way line of U. S. Route 20; thence Northwesterly 112.07 feet the Easterly right of way line of the Elgin, Joliet and Eastern Railroad; thence Northeasterly along said Easterly right of way line 2112.90 feet to the point of beginning.

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Property of Cook County Clerk's Office

2025 RELEASE UNDER E.O. 14176

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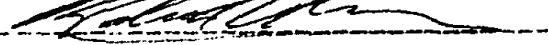
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PAGE 3:

that part of the South East 1/4 of Section 20, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: commencing at the North East corner of said South East 1/4; thence .11 on the Section Line 1552.4 feet; thence South 58 degrees 48 minutes West 1258.71 feet for the point of beginning; thence continuing South 58 degrees, 48 minutes 244.94 feet to a point; thence North 59 degrees 27 minutes West a distance of 677.4 feet to a point on the center line of the Old Chicago and Galena State Road; also known as State Route No. 5, which point is South 62 degrees 33 minutes West, 112.7 feet from a point on the South line of the South East 1/4, 1/87.58 feet West of the South East corner of said South East 1/4, thence North 62 degrees 33 minutes West along center of said highway 475 feet; thence North 69 degrees 33 minutes West, 140 feet; thence North 53 degrees 45 minutes East, 880 feet to a point on Abraham Leatherman's West line; thence North along said line North 22 degrees 2 minutes East, 795.76 feet; thence South 31 degrees 19 minutes 08 seconds East, 325.17 feet; thence South 58 degrees 40 minutes 52 seconds West, 301.04 feet; thence South 31 degrees 19 minutes 08 seconds East, 155.87 feet; thence South 58 degrees 40 minutes 42 seconds West, 95.99 feet; thence South 31 degrees 19 minutes 08 seconds East, 146.00 feet; thence North 58 degrees 40 minutes 52 seconds East, 140.74 feet; thence South 31 degrees 19 minutes 08 seconds East, 453.52 feet; to the point of beginning, (except from the above described property that part thereof lying Southwesterly of the center line of U. S. Route No. 20), all in Cook County, Illinois.

✓ P.I.N. #06-20-400-001-0000  
#06-20-400-002-0000   
#06-20-400-007-0000

FIRST AMERICAN BANK OF DUNDEE, N/H/A/  
FIRST AMERICAN BANK OF KANE COUNTY  
As Trustee As Aforesaid and Not Personally  
(Trust No. 86-030 and 86-010)

BY: 

ITS: \_\_\_\_\_

ATTEST

BY: Dawn M. Kimball \_\_\_\_\_

ITS: Assistant Cashier \_\_\_\_\_

8768233