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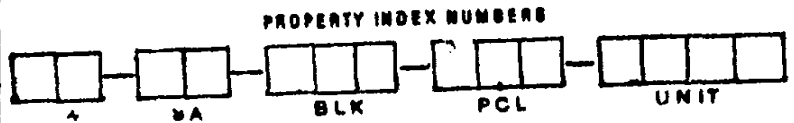
# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 JAN 15 PM 2:58

87029982

First National Bank of Lincolnshire  
Land Trust  
Mortgage



Prepared by:  
Sharon Zukowski  
One Marriott Drive  
Lincolnshire, IL 60015

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made January 5, 1987, Witnesseth that the undersigned Mid Town Bank & Trust Company of Chicago, not personally but as Trustee under the provisions

14<sup>00</sup>

of a Deed or Trust in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 3/20/86 and known as the Trust Number 1371, hereinafter referred to as the Mortgages, does hereby Convey and Mortgage to First National Bank of Lincolnshire, a National Banking Association, having an office and place of business in Lincolnshire, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit:

### SEE SCHEDULE "A" - LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits, in and out of, of every name, nature and kind TO HAVE AND TO HOLD the said property unto said Mortgagee 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 Mortgagee 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 Mortgagee's Note of even date herewith in the Principal sum of SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 625,000.00) with XXX payment due on Demand together with interest as follows, and all renewals, extensions, or modifications thereof.

- Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of \_\_\_\_\_ per cent per annum and after maturity at the rate of \_\_\_\_\_ per cent per annum
- Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of First National Bank of Lincolnshire (or its successors) plus 2.0 per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus 7.0 per cent per annum over the said prime lending rate, provided however that said interest rate in no event shall be less than 8.0 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 release 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 evidenced 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 US \$ None

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.

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, 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 any note or instrument shall be construed as creating any liability on the said Trustee personally to pay the said indebtedness, or any interest 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 Mortgagee 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.

Mid Town Bank & Trust Co. of Chicago Trustee as aforesaid and not personally.

CORPORATE SEAL

By Mary Rocha TRUST OFFICER  
Mary Rocha, Trust Officer  
Attention Deborah M. Stephanides Secretary

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the Mid Town Bank & Trust Company of Chicago

Notarial Seal

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 as 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 9th day of January 1987

Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
3132 North Broadway, Chicago, IL

Reference CARMICHAEL LTD PARTNERS (JPP)

Place in Recorder's Box

MAIL TO First National Bank of Lincolnshire

One Marriott Drive, Lincolnshire, IL 60015

No \_\_\_\_\_

BOX 833-HV

JAN 15 '87 70-98-033 DF

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SCHEDULE "A" - LEGAL DESCRIPTION

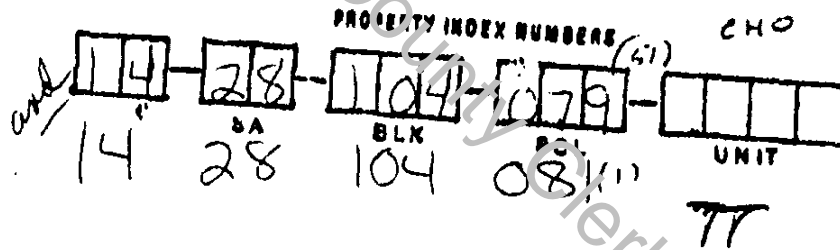
PARCEL 1:

THE NORTH 32 FEET OF THE EAST 200 FEET (EXCEPT THE WEST 12 FEET THEREOF) OF LOT 1 AND (EXCEPT THAT PART IF ANY OF THE NORTH 32 FEET OF SAID LOT 1 AFORESAID THAT FALLS WITHIN THE SOUTH 33 FEET OF SAID LOT 1) IN NOBLE'S SUBDIVISION OF BLOCK 2 EAST OF LAKE SHORE DITCH IN BICKERDIKE AND STEEL'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

PARCEL 2:

LOT 52 IN HITCHCOCK AND WILSON'S SUBDIVISION OF THE EAST 1/2 OF LOT 1 IN BICKERDIKE AND STEEL'S SUBDIVISION AFORESAID ALL IN COOK COUNTY, ILLINOIS.



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