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LAND TRUSTEE MORTGAGE

\$16.00

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1355 hereinafter referred to as the "Mortgagor", does herby mortgage and convey to Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 78 IN THE MEADOWS - PHASE 1, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS.

06.24-301-001-0000 06-24-302-000-0000 common address: LOT 78 - 231 IRIS DR., STREAMWOOD, IL

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, vent lation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and window, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a rant of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, eassigned, transferred and set over unto the Mortgagee, whether now due or thereafter to become due as provided herein. The Mortgageee is hereby subrogated to the rights of all mortgages, lien holders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances and equipment, uito said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the Mirtgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SIXTY ONE THOUSAND SIX HUNDRED NINETY FOUR AND NO/100 DOLLARS (\$61,694.00), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any late charges due, then interest, and the balance to principal, urrit said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated MARCH 4TH, 1987, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated MARCH 4TH, 1987.

THE MORTGAGOR COVENANTS:

A. (1) To paid said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attached thereto all taxes, special assessments, water charges, and sewer charges

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THE MORTOARCE COVERANTS:

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against said property (nouting the bereto) Court Jane +0 furnish Mortgagee, upon request, dupilcate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereundor and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, youchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness 'ereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction of lomage, or commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the Indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Nortgage is on a leasehold; (7) To perform all obligations under any declarer on, covenant, bylaws, regulations, and constituent documents governing seld premises if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of any nulsance to exist on said property nor to diminish nor impair its value by any art or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removel or sale of any improvements, apparatus, appurtenances, fixtures of equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vandor, or any apparatus, fixtures or equipment to be placed in or woon any buildings or Improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust: (12) To complete within a reasonable time any buildings or improvement, now or at any time in process of erection upon the said premises; (13) in appear in and defend any proceeding which in the opinion of the Mortgages affects its security hereunder, and to pay all costs, expenses and fees Nicurred or paid by the Mortgagee in any proceeding in which may be made a party defendant by reason of this Mortgage.

8. That in case of fallure to perform any of the covenants herein, mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily shall become so much

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8. Their in case of celler or parions all concepts herein, parties according to coveranter, that acid graphs may do on their leaf to the republic or coveranter; that acid borriggle or y also do not covered to the line becomes four their best parties or the line becomes in their best green for the line by their green for the converse of the one of the converse of the converse of the converse of the converse of the covered or the converse of the prince rate or published in the coll direct decembers of the covered or the covered or covered or the covered or covered or the covered or the covered or the covered or the covered or covere

UNOFFICIAL COPY additional indebtedness secured by this Mortgages with the same priority. as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgages to inquire into the validity of any lien, encumbrance or claim In advancing moneys as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part.
- D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the classifity of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or oblightion 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 Mortgagor, or in the Mortgagor shall make any assignment for the benefit of its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property of any portion thereof, or in the event of any saie, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor falls to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Morngagee 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 Mortgagor and apply toward the payment of said Mortgage indebtedness ary indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure & sale may be made of the premises enmasse without offering the several puris separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and my part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately que and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such charge of ownership.
- F. That upon 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 Mortgagor, or any party claiming under it, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead appoint a receiver with power to manage and rent and to collect issues, and profits of said premises during the pendency of the rents, such foreclosure sult and the statutory period of redemption, and such 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

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preservation of the property including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nuilified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert 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 procuring all such abstracts of litle, title searches, examinations and reports, guaranty policies, Tor. ans certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such silt or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts ogether with interest as herein provided shall be immediately due and revable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any sult for foreclosure hereof after to accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a loreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesald Items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due therion up to the time of such sale, and the overplus, if any, shall be paid to the Mortgager, and the purchaser shall not be obliged to see to the application of the purchase money.

G. In case the mortgaged property, or any pure thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgages as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Martgagor or its assignee.

li. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or rereafter t become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lase or agreement is written or verbal, and it is the intention hereof (a) to agreement is m.
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foreclosure sale, to enter upon and take possession of, indicate said premises, or any part thereof, make leases for terms and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefor when **UNOFFICIAL COPY**

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6. In each the purisers, represent thereof, stall be taken by condemnation, the Hortgapee is an aby encourage to collect and receive all dempensation said as yet per any property taken or for dearge. to any property not reken and en any property taken or for dearge. to any property not reken and en all so any property not reken and en all sections to received shall be terfaulth opplied by the realigner as it may dicet, to the hemelate raduction of the industration of the industration of any property as decreased provided that any access over the smooth of the industrants shall be delivered in the Hortgogor or its sections.

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it deems necessary in lase adeq to fine an content of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money for any purpose herein stated to secure which a lien is hereby necessary created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have a powers, if any, which it might have had without this Mortgagee shall, however, paragraph. No suit shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

- J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no walver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce 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 neuter and the singular number, is used herein, shall include the plural that all rights and obligations inter this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgage; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- K. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgage herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-513(1)(c) of the lilinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, not personally but as Trustee as aforesald in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned therapy 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 undersigned 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned 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

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the payment thereof, by the enforcement of the fless lereby Breated, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any. IN WITNESS WHEREOF, UNION NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its authorized officer designated below, and its corporate seal to be hereto affixed and attested by its authorized officer designated below. Dated this 4TH of MARCH, 1987. UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESAID AND NOT PERSONALLY SEAL STATE OF ILLINOIS a Notary Public in and for said In the State aforesald, DC 4FREBY CERTIFY CARE Kelth AVP + 1.1). Kelth of UNION NATIONAL that 0.0. Elizabeth Ikavener BANK & TRUST COMPANY and said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Trust Officer - Assistant Cashier then and there acknowledged that said Assistant Trust Officer - Assistant Cashier as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer - Assistant Cashier's own true and voluntary act and as the free and voluntary act of sald Bank, as Truetee as aforesald, for the uses and purposes therein set forth. Siven under my hand and Notarial Seal this March, 1987 Notary Public . .00 TEURT & ATAR LANGUAR HOLES (TO GRADER)

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before me this day in person as a convent as such officers appeared
the free and voluntary but it also from the conventer as officer
the free and voluntary but it also flows, as instituted Assistant Trust Officer
- Assistant Coubin, as control and the said Assistant Trust
for the corporate occupation of said for the said instrument as said
Assistant Trust Ordiner - Assistant Coubins to said instrument as said
and as the free and voluntary act of said Sent, as Trusted as aforesaid,
and as the free and voluntary act of said Sent, as Trusted as aforesaid,
and as the free and voluntary act of said Sent, as Trusted as aforesaid,
and as the free and voluntary act of said Sent, as Trusted as aforesaid,
for the case and juryear thorain set forth.

Civen under my bond and Pateriol Soet this 4th day

Hofary Public

PREPARED BY : BRENDA RAINEY

UNION NATIONAL BANK & TRUST CO.

UNION NATIONAL BANK & TRUST CO.

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