# A7268

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The understyreds this is taken that take a facebox conders to provisions of a deed or deed in trust duty recorded and delivered to the undersigned pursuant to a Trust and Insurant trust duty recorded and delivered to the undersigned pursuant to a Trust Sympeon to a Trust Sympeon to a Trust Sympeon to a the "Mechanger"; does hereby martgage and company to Union National Bank & Trust Company; a banking association hereinafter referred to as the "Mercycees"; the relieving tool estate in the County of Cook. State of Illinois. So the

LOT 44 IN THE MEADOWS - FHASE ). BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 4. NORTH, RANGE 9 EAST, OF THE THIRD P.M., IN COOK COUNTY, PLINDIS.

P.I. W. D. AV: 301-461 1660 T. COST OF THE STREET STREET THE THE STREET STREET THE THE STREET STREET

ingethor with all buildings, finbouse to appurishmences now or herselfor escented thereo, as placed therein, including all eparactus, equipments fixtures or artistes, whether in single units or centrally controlled, used to supply tests one, are steedificating, ester, light, power refrigeration, variation or other services, and any other ching now or hereafter therein as thereon, who furnishing of which by lossons to lesses is quatomary or appropriate, including screwer window shades, store doors and statewer floor coverings, screwer doors, invaded beday, wrings, stoves, water obtains, converge, screwer doors, invaded test and floor departs and all other or a application into the which are intended to be and are hereby deflaced to be part of said cold estate electron physically. Obtained therein or outly the place into the decimal which are horsely pledged.

Parigned, transformed and set two outs, the Mortageer, whether now doe or threatter to become due as provided herein. The Mortageer is horsely tubely because of the loss has been accounted.

To have and to hold the raid property, with said buildings, improvements, whiteves, appurtenances and equipment, acts said Monigages forever for the wase horein set forth. Noisithsteading so of the provisions contained breing the mortgager normby saives any adult rights of redemption from the under any order or judgement of force raise on its own behalf and on finally of mach and every person, energy judgement conditions of the montgager, sequiring my reterior, in a filler, the presides subsequent to the date of this acctuage.

To secure (i) The payment of a dobe obscuted by the Polityagor to the order of the Montgages bearing even data because in the principal sum of SIXTY TWO THOUSAND ONE HUNDRED SIXTY NIME IND MOZICO DOLLARS (\$65,169.85), which Moze, together with interest thereof as therein provided payable in full at attrity. All payments are to be applied; first, to any late charges due, then interest, and the balance of principal, until said indebtodness is paid in full: (P) The performance of other appreciate is said Note and Construction Lose Agreement dated MAY 120M, 1987; which are sorrby incorporated became and made a part becoef, and which provides, among other things, upon ten days ratios from the Mortgages for an additional comply payment of one-leafth (1209) of the estimated somical bay & funders the Mortgages has airded on inscent bearing savings around to contert estimated there), assermation in section savings around to upon the mortgaged premises, and (4) the performance of all of the covenants and obtigations of the hortgager to the Mortgage, as contained herein and in and bate and Construction to an Agreement dated MAY 1874, 1987.

#### THE MORTGAGGE COVENANTS:

A. (1) To poid sold indebtedomes and the interest toerson as herein and in said Note provided, or according to now agreement extending the time of payment thereof: (2) To pay when due and hefole any penalty attached thereto all takes, applial accordingly, watch disages, and sewar charges

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and the second of the second o atti agenti jato an en maritarena järett កា (Tes ) ។ ។ កា (Tes ) វាម៉ាក់ ២ ) កាម្ខាធិបតីមួយ ម៉ូលី Conseque to a few with more than the second and the second second second second second (1) Considering the property of the control of t 

ा बढ़ात तिहा ते संबंधित तरहा अस्ता स्वयुध्धात है। ता ता सामेख अक्टा करिस्ट्राक्ष कि एक्स्प्रीक सुन्ति सम्बन्धित करा ता है। - Perfect at 2 15 17 公司 自身的复数形式 on the control of materials make the control of the 7 was 100 100 115 and 11 79

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enados de serva comprese y properties de la comprese del comprese del comprese de la comprese del comprese della comprese dell purpose of this requirements (3) to been Amorevaments now on beneatter upon said promises indeped equinet a hear by Tico, ear such other barance as the Morbgagee may require to be limited against; and so provide public lightlatv insurance and such other insurance as the Mortagee may requires until said and bredbeed as fully haid, he is case of foreclasses, until expension of the period of redesprion, for the full insuretie value thorsof, in such companies and in week form is chall be satisfactory to the Mortanges; such insurance policies what! beakin with the Nortangee during raid pariod or pariods, and combain the usual clause making them mayable to the Montgagras and in care of foreclosure sule payable to the newer of the restricte of solo, owner of new deficiency, any receiver or redemptioner, or any orantee in a Madier i or Commissional's deeds and in case of loss under such politics; the Policages is luthorized to adjust collect and compromise in its discretion. Wil claims therounder and to exerate and deliver on behalf of the doctgager all accessary proofs of loss, receipts, vouchors, releases and orquithocoss required to be signed by the freumance companies, and the Montgagor agrees to sign, upon demand, all roughpts, vouchers and releases conjuiced of it to be signed by the floringedes for each composed and ble Portugues is authorized to apply the proceeds of each inventors can be the restlection of the property or upon the indeptedness becelve secured in the discretions, but contify payments shall continue with said inventors as paid in feit. (4) Immediately after destruction of desease, or commence and promotly complete the rebuilding or restance for of builts; and improvements have or hereafter on said precises; inters, descripted about the apply on the indeptedness. all redshipts, yourhers and releases required of it to be signed by the reputiting of restriction of Pullo () and tenderments are of hereafted an early precised to the indebted session and precised the property of any topic case severing such destruction as though (B) to keep say premises in part condition and repair, without waster and free from any mathemists or other list or claim of lish set expressly subordinated to the lish to any topics. expressly subordinated to the limiter end; (a) To comply with the provisions of any losse of this Nortgore is on a teachhold; (7) To perform all obligations under any declaration, covenant, bylams, regulation, and constituent documents governing and premises if the Nortgage is on a condominium or a planned unit the propert (6) Not to make, suffer or permit any unlawful use of any out and on a mission to act; (9) To comply in the formal into the intervent of the mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Nortgages being first out and obtained (a) any use of the property for any purpose other than that for which it is now used, (b) any attentions, additions, demolities, restail or sale of any input improvements, apparatus, apportunity of any purpose, first out any conditional sale; lease or agreement under which title is new purchase or conditional sale; lease or agreement under which title is nessered in the condor, or any apparatus, fixtures or agripment to be placed in or upon any buildings or improvements on said property, (d) any pale, assignment or transfer of any improvements on said property, (d) any nato, assignment or transfer of any night hible or interest in and to said property or any portion thereof, right fitle or interest in and to said property or any portion thereof, (11) Not to accept or schemulogy without the writted consont of the Mortgagee being first had and obtained any sale, assignment or branefer of any beneficial interest in and to the above numbered frosts (12) To complete within a reasonable time any buildings or improvements now or at , ..... In product or erection  $u_i$  on the sold premises: (15) is appear to and defend any proceeding which in the opinion of the Nortgages affects its security hereunder, and to pay at courts over and defend any proceeding which in the opinion of the Mortgages affects its necessty hareunder, and to pay at creats, expenses and ferm incurred or paid by the Mortgages in any proceeding or which may be made a party defendant by reason of this Mortgage.

B. That in case of failure to perform only of the covenants herein, more beaute may do no continue to bonals everything so covenanted: that said More gages may also do any act it may down necessary to protect the lien becomes that More gages will repay upon demand any accept paid or disbursed by decreages for any of the above purposes and such moneys together with interest thereon at an interest cate equal to the prime rate as published in the Wall Street Journal plus 3%, and along dealy shall become so much

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- C. Park it is the intent bound the secure payment of soid Note shother the entire amount chall have been assumed to blue Montgagor at the date because or a later date, or basing mean advanced, whill have been repaid to part.
- D. That in the event the agreeon of soid property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgagor, and the debt hereby secured in the remember as with the Mortgagor, and was fortions to our or now extend time for payment of the data, secured because, without distinging or in any way affecting the Mahility of the Mortgagor becomes or upon the debt hereby secured.
- F. That time is of the essence hereof, and if default to ande in performance of any present inder said Note as integrated any extension or remeat thereof, or if enderedings be instituted to enforce any either time or charge upon any of early proceedings be instituted to enforce any either time or charge upon any of early proceedings the Northegon, so if the Hertengon thall make any assignment for the baseful of its creditors or if its property by or against the Mortegon, so if the Hertengon thall make any assignment for the baseful of its creditors or if its property by placed under control or independs of invocant, or if the proceeding now of said property of its between of the branefer of, or agreement to transfer, any circle battle is event of the branefer of, or agreement to thereof, or in the point of any sole; essignment or transfer of any beneficial interest in and to the devenumbered brust, or if the Northegon fails to complete within a possessable time, any building or buildings now or at my time in transfer of essions upon said premises; then no and in any of said lies or any right of the Mortegoes hereinder; to capture of said lies or any right of the Mortegoes hereinder; to declars, without order all same security for the Mortegoes hereinder; to declars, without action and control before any indepted and payable whether or not such detaut the remarked of by the dortegoes and apply toward the payment of said Mortegoe indobtedoes any indeptedoes of the Mortegoes to the Gorgagor and the owner ship to said may be said of the presence, enhance the ownership of suid property, or any part thereof, becomes vested in a person obten than the fortigagor and any part of the sums secured hereby remain copaid, and in the vortice event that the Mortegoes shall pay a responsible for to the fortigagor of the cover the cost of about only the sum than the fortigagor and cover the cost of anomaling the records of the Mortegoes to she includes the cover the cover the
- F. That upon communication of any torocless to proceeding benewides, the court in which such bill is filed may, at any time, either before or after sale, and without police to the Mortgagar, or any party claiming under if, and without regard to the theory alice of said premises, or whether the same that then be occupied by the owner of the agaily of redemption as a homostead appoint a receiver with power to manage and rent and to collect the rents, issues, and profits of said promises during the pondenty of such foroclosure out and the statutory period or redemption, and such rents, issues and profits, when collected may be applied before as well as after the Macker's sale, towards the payment of the indebtedness, costs, takes, insurance or other liess necessary for the protection and

an tanàng kaominina mpikambana ara-daharahan menjadi kacamatan men ार राज्योति है। इ.स. १८३४ मा विश्वविद्यालया <mark>राज्योति</mark>

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of In case the montgoged property, or ear pert shareof, whall be taken by condemnation, the Montgoges in horeby separate to collect and receive all compensation which may be pred for any property between or to demages to any property not taken and art condemnation property to the immediate reduction of the indebtestness around hereby or it the repair and restoration of the indebtestness around hereby or it the repair and restoration of any property so dataged, provided take any element over the amount of the indebtestness whall be delivered to the Northegor or its assignes.

H. All easements, rents, issues and profits of said promises are pledned, assigned and braneformed to the Hortgages, whether now the or hereafter in become due, under or by winter of any lease or agreement for the use or agreement is unitted or verbel, and it is the intention bereof (v) to pledde said rents; insues and profits on a parily with said rank estave and not secondarily and such olador shall not be deemed thereunder, together with the right in case of default, either afters or after foreclosure said premises, or any part inspect make leases for terms deemed advantagence to it, branchest and profits, regardless of when estave, and use auch against neaths, issues and profits, regardless of when estave, and use auch measures whether least no profits, regardless of when estave, end use auch measures whether least no opposite as it may deep proper to enforce collection thereof, ampley centing agants or other employees, after or repair said premises, buy forelythings and aquipment therefor when alter or repair said premises, buy forelythings and aquipment therefor when

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- is promptable of each other high or commonly recent or ofer ad open the Montgegor is promptable of each other high or commonly the beingage, whether bearings by the torrest each and may be implement concurrently therewith; that no earlier by the Montgeory of proformance of any towards belief to in said obligation contained shall thereafted in any manner affect the right of mortgages to require or enforce performance of the same or any other of each coverable that wherever but contest become requires, the mosculice gender, as used herein, shall include the families and the neuton and the singular number, as used herein, shall include the placelitated at mights and obligations ander this hortgage shall extend to and be binding upon the respective successors and assigns of the Montgagor, and the successors and assigns of the Montgagor, and the successors and assigns of the Montgagor, and mentioned may be everywed as often as occasion therefor actions.
- s. Moreophyranding and of the provisions contained because the entiregor thereby waters one and all cinting of redemption from cale under any order or judgement of foreclosure on the uniteral and on behalf of each and every pareons except judgement creditions of the more gagon; acquiring the inverses in or dible to the primiter subsequent to the date of knis, northpage.
- i. The eathin montgage secures on obligation required for the construction of so imprevenent or the land martgage Secure, including the againstition cost of the land (if this is the cases (ed constitutes a "construction mortgage" within the me ding of Section 9/3/2(i)(d) of the III)

This Portugue is emergined by the understanded, not protocold, but of frontee as aforested in the emergine of the power and sufficient coefficient upon and vested in it is such that the front the indestioned the obstantants that it purseases full power and sufficiently to exactly ship instrumently, and it is expressly understood and agreed that noteing herein or in said Note contained shall be contained and the contained any interest that may across the understand personally to pay the said Note or any interest that may across the team, or any indebtedness are ling hereunder, or to perform any across not interest of implications, and as every person now of hereafter staining any right or recordly increased by every person now of hereafter staining any right or recordly increasing, and that so fer as the undersigned and its successors personally are concerned; the legal holder or holders of said Nome and two owners of any indebtedness according because shall look soluty to the promises because conveyed the

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created, in the the payment thereof. manner herein and in said Note provided or by action to enforce the personal liability of the quarantor, 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 13TH of MAY, 1987. UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESAID AND NOT PERSONALLY SEAL By: Keith, A.V.F Jane D. Trust Office

Attest:

Scott T. Vickers, Cashier

STATE OF ILLINOIS COUNTY OF KANE

I, Lori D. Kluender, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jake Keith, A.V.F. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Scott T. Vickers, Cashier of 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 "foresaid, for the uses and purposes therein set forth; and the 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 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 13th day of May

Lori Kluender, Notary Fulli

BOX 333-GG Z

mA1► To. Frepared by:

Brenda Rainey Union National Bank One Fountain Square Plaza Elgin, IL 60180

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UNOFFICIAL COPY ត្រូវគេស៊ី១១ ទែកាទី (គេកិ ស៊ី) នៅ ១ភៅ ទេកាទី ២១១៩៦៧១ ១៩ ២២៤៤ ឆ្នាំ ១៩ will be a common war edu vid romment itnemved, ent to stool base or bon oreast removed and it was out to still doil largering , मतमल्यांकर् *स्थान्यातीय प्रहे* ENTON MATIONAL BANK & TRUST COMMANY and personally but be Trusted and are esett bas caused these presented to be signed by its suchorized. officer designated below, and to concorate seal to be herenc affixed and attented by its authorized office, decorposed bolow. Dated this igth of MAY, 1997

YMARMOS TRUPPE & SMARL JAMOSTAN GROSSON ALLEGORARY FOR CHECKED OFFICERS REPORTER

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