

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, and its branches, including all apparatus, equipment, and other things now on hand, are hereby sold to the undersigned, and the proceeds of a sale of the same shall be used to pay the indebtedness of the undersigned, and the balance, if any, shall be paid to the undersigned.

THE UNDERSIGNED BANKERS:

UNION NATIONAL BANK & TRUST COMPANY

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, and its branches, including all apparatus, equipment, and other things now on hand, are hereby sold to the undersigned, and the proceeds of a sale of the same shall be used to pay the indebtedness of the undersigned, and the balance, if any, shall be paid to the undersigned.

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Witness my hand and seal this 1st day of May, 1937, at St. Louis, Missouri.

By \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of May, 1937, at St. Louis, Missouri.

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, and its branches, including all apparatus, equipment, and other things now on hand, are hereby sold to the undersigned, and the proceeds of a sale of the same shall be used to pay the indebtedness of the undersigned, and the balance, if any, shall be paid to the undersigned.

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MAY 27 71-21-207

\$16.00

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UNION NATIONAL BANK & TRUST COMPANY

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\$10.00

Mortgagee, upon request, shall extend against said premises, for the purpose of this requirement, (3) To cause the premises to be insured 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 to 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 thereunder 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, vouchers 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 hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, or commencing and promptly completing 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, and expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing said 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 premises to exist on said property nor to diminish nor impair its value by any act 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 so used, or any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (b) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (c) 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 interest; (12) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and fees incurred or paid by the Mortgagee in any proceeding in which any party is a party defendant by reason of this Mortgage.

R. That in case of failure 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 2%, compounding daily shall become due

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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preservation of the property, including the right to receive or on any deficiency decree whether there be a receiver or not, and if a receiver shall be appointed, Mortgagor shall retain in possession until the expiration of the full period allowed by the statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it is to be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of 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 Mortgagor 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 retailed as to and include items to be expended after the entry of the decree of proceeding all such abstracts of title, title searches, examinations and reports, guaranty policies, Terrors certificates and similar data and assurances with respect to title as Mortgagor may reasonably deem necessary either to prosecute such suit 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 together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured or (b) preparations for commencement of any suit for foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; (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 foreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

G. In case the mortgaged property, or any part 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 Mortgagee 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 Mortgagor or its assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to 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 lease or agreement is written or verbal, and it is the intention hereof to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, 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, alter or repair said premises, buy furnishings and equipment therefor when

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it deems necessary, purchase fire and theft insurance in such forms of insurance as may be deemed necessary, and exercise all powers ordinarily incident to absolute ownership, and do all things necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom, such lien is prior to the lien of any other indebtedness hereby secured, and out of the income herein 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 so applied at the 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 all powers, if any, which it might have had without this paragraph. No suit shall be susceptible against Mortgagee based upon any 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 contained under 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 waiver 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 contract hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee 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 9-2101(a) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, 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 the undersigned the only 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 of 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 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.

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: Jane D. Keith A.V.P.  
Jane D. Keith, A.V.P. & Trust Officer

Attest: Scott T. Vickers  
Scott T. Vickers, Cashier

STATE OF ILLINOIS  
COUNTY OF KANE

I, Lori Kluender, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane Keith, A.V.P. & 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 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 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, 1987

Lori H. Kluender  
Lori Kluender, Notary Public

mail to  
Prepared by:

Brenda Rainey  
Union National Bank  
One Fountain Square Plaza  
Elgin, IL 60120

COOK COUNTY, ILLINOIS  
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the payment thereof by the depositor of the item hereby assigned in the manner herein and in said item assigned or by action to enforce the personal liability of the depositor. It may

IN WITNESS WHEREOF,

UNION NATIONAL BANK & TRUST COMPANY, not a party to this instrument, has caused these presents to be signed by its authorized officer designated below, and the corporate seal to be hereunto affixed and attested by the authorized officer designated below.

Dated this 13TH day of MAY, 1937.

UNION NATIONAL BANK & TRUST COMPANY  
AS TRUSTEE HEREBY SAID AND NOT PERSONALLY

*[Handwritten signature]*  
\_\_\_\_\_  
John D. ...

John D. ...

STATE OF ILLINOIS  
COUNTY OF HAWK

I, ... Notary Public in and for said County, in the State of Illinois, do hereby certify that James ... of said County, Illinois, County of ... Union National Bank & Trust Company and ... of said Bank was personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer assigned below. This day in person and accompanied by their agent and delivered to said instrument as their own free will and not as trustee, and the free and voluntary act and deed of said ... and ... for the purpose therein set forth, and the said ... Assistant Cashier then and there acknowledged that said Assistant Cashier - Assistant Cashier as designated of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Cashier - Assistant Cashier's own free and voluntary act and to the free and voluntary act of said Bank, as Trustee as aforesaid, for the good and support thereof and to the best interest of the State of Illinois.

Given under my hand and official seal this 13th day of May, 1937.  
*[Handwritten signature]*  
\_\_\_\_\_  
John D. ...

COOK COUNTY ILLINOIS  
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Branch Building  
Union National Bank  
One Fountain Square Plaza  
Chicago, Ill. 60610

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