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**UNOFFICIAL COPY**

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 "Mortgage", does hereby 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 4 IN STREAMWOOD GREEN THE MEADOWS - PHASE 2, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD E. 1/4, IN COOK COUNTY, ILLINOIS.

P.S.N. 06-24-101-011-0001 - 06-24-301-001-0001  
common address: LOT 4 - 1007 SUNSET CIRCLE, STREAMWOOD, IL

Together with all buildings, structures or appurtenances now or hereafter erected thereon or placed thereon, 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, ventilation 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 windows, floor coverings, screens, doors, suspended ceilings, 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 part of said real estate whether or not attached thereto or not; and also together with all easements and tenements, issues and profits of said premises which are hereby assigned, assigned, transferred and set over upon the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgage 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, and said Mortgage forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives and all rights of redemption from sale under any order or judgment of foreclosure on its own behalf and on behalf of each and every person, except judgment 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 Mortgagor in the order of the Mortgagee bearing even date herewith in the principal sum of SIXTY TWO THOUSAND TWO HUNDRED SEVENTY ONE AND NO/100 DOLLARS (\$62,270.00), with a 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, until said indebtedness is paid in full; (2) The performance of other covenants in said Note and Construction Loan Agreement dated MAY 13th, 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 (3) 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 MAY 13th, 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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against said property; (2) To keep the property insured for the purpose of this requirement; (3) To keep the property 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 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 collapse 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 of this Mortgagee is or a leasehold; (7) To perform all obligations under any declaration, covenants, bylaws, regulations, and constituent documents governing said premises if the Mortgagee is or a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of any part of or said property nor to diminish nor impair its value by neglect or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to sell, suffer or permit, without the written permission of the Mortgagee being first had and obtained, any use of the property for any purpose other than that for which it is now used, or any alterations, additions, demolitions, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (11) Any purchase or conditional sale, lease or agreement under which title is reserved to the vendor, or any apparatus, fixtures or equipment to be placed upon any buildings or improvements on said property; (12) Any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof; (13) 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 described tract; (14) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (15) To protect and defend any proceeding which is the subject 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 party defendant by reason of this Mortgage.

B. 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 or any deed 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%, varying daily shall become so with

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as the principal indebtedness of the Mortgagor on this Mortgage and be a lien in priority to all other liens on the premises if not otherwise paid; that it shall not be an excuse for the Mortgagee 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 liability 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 obligation 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 if the Mortgagor shall make any assignment for the benefit of its creditors or if 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 sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails 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 Mortgagee 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 verified by the Mortgagor and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises aforesaid without offering the several parts 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 any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due 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 said change 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 the rents, issues, and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, 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... or in any deficiency... or not, and if a receiver... possession until the expiration of the full... statute 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 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 an 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 producing all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee 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; 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 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.

6. 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 hereby (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereafter, 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 and pay the full amount of any and all bonds of insurance, fire, theft, windstorm, hail, flood, or other risks, and all other powers ordinarily incident to the ownership of real estate, and all other powers necessary for any purpose herein stated to be necessary for the proper and complete enjoyment of the premises hereby conveyed, and all other powers necessary for the proper and complete enjoyment of the premises hereby conveyed, created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and one of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all other 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 the 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 is 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 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 any 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 whenever the context 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 subject 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 9-213(1)(c) 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 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 the undersigned personally to pay the said Note or any interest thereon, or to 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 security 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 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 L. 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 L. Kluender  
Lori Kluender, Notary Public

mailed to  
Prepared by:

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

COOK COUNTY, ILLINOIS  
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the present report by the attachment of which hereby referred to the  
Master herein and in said bills provided by section in relation to  
national liability of the corporation in any.

IN WITNESS WHEREOF,

UNION NATIONAL BANK & TRUST COMPANY, not personally but as trustee as  
attested by its authorized officers present or as signed by its authorized  
officer designated below, and the corporate seal to be herein affixed and  
attested by its authorized officer designated below.

Given under my hand and official seal this 13th day of May, 1937.

UNION NATIONAL BANK & TRUST COMPANY  
AS TRUSTEE HEREIN AND NOT OTHERWISE

By: [Signature]  
John E. [Name], Vice President

SEAL

John E. [Name], Cashier

STATE OF ILLINOIS  
COUNTY OF COOK

I, [Name], a Notary Public in and for said County, in the State  
of Illinois, do hereby certify that [Name], Vice President of  
UNION NATIONAL BANK & TRUST COMPANY and [Name], Cashier of said  
Bank, who are personally known to me and are 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, at the time as aforesaid, for the uses and  
purpose therein set forth and the said Assistant Trust Officer -  
Assistant Cashier that and acknowledged that said Assistant Trust  
Officer - Assistant Cashier as aforesaid of the corporate seal of said  
Bank, did affix the corporate seal of said Bank to said instrument as a  
Assistant Trust Officer - Assistant Cashier and free and voluntary act  
and as the free and voluntary act of said Bank, as aforesaid,  
for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of May, 1937.

[Signature]  
Notary Public

COOK COUNTY ILLINOIS  
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Presided by  
Eugene [Name]  
Union National Bank  
One Franklin Square Plaza  
Chicago, Ill. 60610

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