

400 Central, Northfield, Virginia L. Seckler, A.P. Bank of Northfield, Inc. THE INSTRUMENT WAS PREPARED BY: GIVEN under my hand and Notarial Seal, this

A.D. 19

day of

rights under any homestead, exemption and valuation laws.

as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

appeared before me this day in person, and acknowledged that

personally known to me to be the same person whose name

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

The Undersigned, a Notary Public in

STATE OF COUNTY OF

(SEAL)

(SEAL)

DEERFIELD STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1983 AND KNOWN AS TRUST NO. 357

Sept. 20, A.D. 1988

In witness whereof, this mortgage is executed, sealed and delivered this day of

That in the event the mortgagee is a duly organized corporation, the mortgagee does hereby waive all rights of redemption, in the event the mortgagee is a corporation, and the improvements on said real estate contain four or more dwelling units, the mortgagee does hereby waive all rights of redemption.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every 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 context hereof requires and profits or 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 sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or an any receiver, trustee, executor, administrator, successor or assign of the Mortgagee, and if a receiver shall be appointed in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if 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 a receiver but he may elect to terminate any lease junior to the lien hereof.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the validity of the Mortgagee or 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 the property, and to take possession of the property, and to sell the same, and to convey the same, and to execute the same, and to do all things necessary to carry out the purposes of this mortgage, and to do all things necessary to carry out the purposes of this mortgage, and to do all things necessary to carry out the purposes of this mortgage.

Mortgagee shall have all power, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

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J All assessments, 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 (a) to pledge said rents, issues and profits on a par with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the aforesaid premises, 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 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 furnishings and equipment (except where when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable), and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated, 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 to 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, and pay to Mortgagee any surplus income in its hands. The possession of the Mortgagee may continue until all indebtedness secured hereby is paid in full or until the date 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, and pay to Mortgagee any surplus income in its hands. The possession of the Mortgagee may continue until all indebtedness secured hereby is paid in full or until the date 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.

I 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 Mortgagee or his assignee.

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property secured by the instrument hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage shall be added to and be a part of the debt hereby secured or litigation affecting said debt or lien, including reasonable estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee or its assignee, and if not paid shall be included in the event of the filing of a suit to condemn all or a part of said mortgaged debt and shall include interest at the highest contract rate then in effect, or if no such contract rate then in effect, at the legal rate, in the event of a foreclosure sale of said premises. The interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

G 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 Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagee abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, 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 remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises *en masse* without offering the several parts separately.

F Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagee in the same manner as with the Mortgagee, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagee hereunder or the debt hereby secured.

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Mortgage shall have waived such option to accelerate... Mortgage shall request that the credit of such person as a beneficiary of this mortgage shall be at such rate as...

That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee 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 the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree for foreclosure of this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid.

This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said

in order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes and the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments a sum estimated to be equivalent to the monthly payments which may, at the option of the Mortgagee, be carried in a savings account, or (c) be held by I and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by I to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon the obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged and further secured by this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including those herebefore due and to furnish Mortgagee, upon request, judgment 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 in, hereafter to be made, and all other improvements on said property safe from 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of term, and contain the usual clause satisfactory to the Mortgagee 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 redemption, or any grantee in a deed pursuant to foreclosure; 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 Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance company, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such items, 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 the monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to 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) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase or on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

To pay said indebtedness and the interest thereon as hereinafter provided, or according to any agreement extending the time of payment of the same, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including those herebefore due and to furnish Mortgagee, upon request, judgment 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 in, hereafter to be made, and all other improvements on said property safe from 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of term, and contain the usual clause satisfactory to the Mortgagee 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 redemption, or any grantee in a deed pursuant to foreclosure; 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 Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance company, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such items, 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 the monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to 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) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase or on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

THE MORTGAGOR COVENANTS:

1. To pay said indebtedness and the interest thereon as hereinafter provided, or according to any agreement extending the time of payment of the same, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including those herebefore due and to furnish Mortgagee, upon request, judgment 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 in, hereafter to be made, and all other improvements on said property safe from 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of term, and contain the usual clause satisfactory to the Mortgagee 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 redemption, or any grantee in a deed pursuant to foreclosure; 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 Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance company, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such items, 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 the monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to 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) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase or on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

2. Any advances made by the mortgagee to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them or his successor in title, for any purpose, as of any time before the release and cancellation of this mortgage, but at no time shall this mortgage be deemed an account of said original Note together with such additional advances, in a sum in excess of \$ 20,000.00. The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note, contained in the Mortgage.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, appurtenances, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto pertaining unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said rights and benefits said Mortgagee does hereby release and waive.

1. To secure payment of the debt as evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor to extend or renew payment thereof, executed by the mortgagor or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them to the mortgagee in the total amount of \$ Twenty Thousand and no/00

any of them to the mortgagee in the total amount of \$ Twenty Thousand and no/00. In the event of a breach of any of the hereby releasing and waiving the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with proceedings for the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenograph, at a cost of procuring or of procuring abstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes of foreclosure proceedings - shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantor; all of which expenses and disbursements shall be a lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

Deerfield State Bank Under Trust Agreement dated 3/31/83 Trust #357

Sept 6, 1988 Date: 88465041

A9664335

See Attached

OCT 11 AM 11:13

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This indenture, witnesseth, that the undersigned Deerfield State Bank, a banking corporation organized and existing under the laws of the State of Illinois, the following

described real estate in Cook County, Illinois, 88465041

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CGJ 48370-B

3 3 4 5 5 4 1

COMMISSION EXPIRES: 11-16-89

GIVEN under my hand and notarial seal this 20th day of September, 1988.

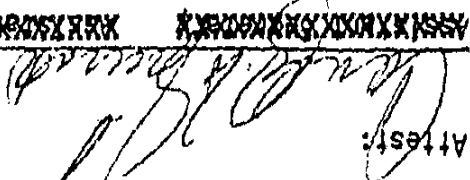
signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

appeared before me this day in person and acknowledged that they subscribed to the foregoing instrument as such Vice President and Trust Officer of Deerfield State Bank personally known to me to be the same persons whose names are Logurato, Vice President and Trust Officer, of County and State DO HEREBY CERTIFY THAT John C. Guthardt, and Candy S. I, Carol J. Wilson, a Notary Public in and for and residing in said

STATE OF ILLINOIS
COUNTY OF LAKE

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXX Trust Officer~~

Attest:



~~XXXXXXXXXXXX~~
Vice President



DEERFIELD STATE BANK, as Trustee under Agreement dated 3-31-83, and known as Trust No. 357, and not personally or individually.

THIS MORTGAGE or TRUST DEED in the nature of a mortgage is executed by the DEERFIELD STATE BANK, not personally but as Trustee under Trust No. 357 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said the DEERFIELD STATE BANK hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagee or grantor, or on said the DEERFIELD STATE BANK personally to pay the said note or any interest that may accrue thereon or by indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or trustee under said trust deed, the legal owner(s) or holder(s) of the said note, and by every person now or hereafter claiming any right or security hereunder and that so far as the mortgagee or grantor and said the DEERFIELD STATE BANK 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 mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and no said note provided or by action to enforce the personal liability of the grantor or guarantors, if any.

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Lot 98 in Sunset Field Unit #5, being a Subdivision in the NW 1/4 of Section 16, Township 42 N., Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded February 2, 1965 as document #19372833 in Cook County, Illinois

TIN #04-16-105-019

Address: 2520 Farnsworth, Northbrook, IL 60062

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