

UNOFFICIAL COPY

-88-515200

PETERSON BANK
LAND TRUST
MORTGAGE

DEPT-01 \$13.00
TM444 TRAN 3473 11/07/88 15:39:00
#1367 # D --BB-515200
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made April 28, 1988
Amer. Nat'l. Bk & Tr. Co. of Chgo., not personally but by Trustee under the provisions
of a Deed of Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated Sept. 29, 1986
and known as its Trust Number 100192-06, hereinafter referred to as the Mortgagor, doth hereby convey and Mortgage to PETERSON BANK, an Illinois banking corporation having an office and place of business in Chicago, Illinois, hereinafter referred to as the Mortgagor, the following real estate situated in the County of Cook, State of Illinois, to wit:
Por legal description attached hereto and made a part hereof.

13-01-218-004

TOGETHER with all the buildings and improvements now or hereafter erected, personal and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property, unto and Mortgagee, forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagor's Note of even date herewith in the Principal sum of Ten Thousand and no/100-----

Dollars (\$10,000.00) with a final payment due on April 28, 1993, together with interest as follows, and all renewals, extensions, or modifications thereof:

(X) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 12.00 per cent per annum and after maturity at the rate of 17.00 per cent per annum.

(C) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of _____ of _____ over the said prime lending rate, and after maturity at the said prime lending rate plus _____ per cent per annum

over the said prime lending rate, provided however, that said interest rate in event shall be less than _____ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgagor, Lender, at Lender's option prior to payoff of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ 5,000.00.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby warrants that it possesses full, clear 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 said Trustee 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, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is 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 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

Amer. Nat'l. Bk & Tr. Co. of Chgo., Trustee
as aforesaid and not personally.

By _____, TRUSTEE
Attest: _____, APR 28, 1988

STATE OF ILLINOIS ISS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officer of the _____ Antonio M. Greene, Amer. Nat'l. Bk & Tr. Co. of Chgo., is authorized to sign and deliver the foregoing instrument as such officer respectively, 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 Company for the uses and purposes therein set forth, and the said officers then and there acknowledged that the said officers, in execution of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

"OFFICIAL SEAL"
Octavia M. Greene
Notary Public, State of Illinois
My Commission Expires 10/27/91

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
6115 N.Washtenaw, Chgo, Il.

Place in Recorder's Box

No. 44

MAIL TO

Peterson Bank
3232 W. Peterson
Chicago, IL. 60659

Reference

Form 8892 Typewritten or Chicago

APR 28, 1988 day of
Octavia M. Greene
Notary Public
#13

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